

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 65
2. Contract No.		3. Solicitation No. DAAE07-99-R-S003		4. Type of Solicitation Negotiated (RFP)	5. Date Issued	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM AMSTA-AQ-SAA-M WARREN, MICHIGAN 48397-5000			Code W56HZV	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** _____ **until** _____ **(hour) local time** _____ **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MARY REHM E-mail address: REHMMA@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (810) 574-8565
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)		25. Payment Will Be Made By	Code
SCD PAS ADP PT			
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	TACOM	EXECUTIVE SUMMARY -REQUIREMENTS CONTRACT SOLICITATION	MAR/1998
	(a) <u>REQUIREMENTS</u> . The U.S. Army Tank-automotive and Armaments Command is soliciting offers to supply the following items: <div style="margin-left: 40px;"> Quantity: Estimated 3 year quantity (maximum): 227 NSN: 3990-01-442-1939 Item Name: Bridge Adapter Pallet (BAP) Description: The BAP is used to adapt the M1977 Common Bridge Transporter (CBT) for transport of Combat Engineer bridge equipment. The BAP is also compatible with the Palletized Load System and is transloadable to/from the PLS trailer. </div>		
	(b) <u>UNIQUE ASPECTS OF THIS SOLICITATION</u> : <div style="margin-left: 40px;"> (1) <u>Notice of Requirements Contract</u> This solicitation is for a 3 year Requirements Contract, rather than the usual single year contract. Under the Requirements Contract arrangement, TACOM guarantees to place all requirements arising during the contract term as delivery orders under the contract, so long as such requirements fall within the specified minimum and maximum order quantities described herein. (2) Other significant aspects or features of the solicitation: Sections L and M, Selection Criteria. </div>		
	(c) <u>NOTICE REGARDING FILL-INS</u> : Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.		
	(d) <u>NOTICE REGARDING CAGE CODE</u> : DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: _____		
	_____(e) <u>OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION</u> : <div style="margin-left: 40px;"> (1) <u>Required Copies in Response to This Solicitation</u>: To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33). (2) <u>Notice Regarding Handcarried Offers</u>: In addition, please make certain to follow the instructions in the provision entitled HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS DELIVERY SERVICES (NON-U.S. POSTAL SERVICE MAIL) in Section L. Offers MUST identify this solicitation number on the face of the mailing or delivery wrapper, and MUST be addressed to Bid Opening (AMSTA-AQ-DSAB), NOT to the buyer. (3) <u>Notice of 9-Digit ZIP Code</u>: Please note that the TACOM Bid Opening Office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies <u>only</u> for correspondence and bids/offers addressed to Bid Opening (Block 8 of SF33). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000. (4) <u>Required Notification to Subcontractors</u>: If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33. (5) <u>Set-Aside Information</u>: Solicitation is restricted to contractors who can provide a Cargotec-based design. (6) <u>Notice Regarding Bar-Code Marking</u>: </div>		

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Please note that a requirement for bar-code marking and labeling applies to shipments made under the contract/order that will result from this solicitation. Refer to the clause entitled BAR-CODE MARKING REQUIREMENTS in Sections 4 or 5 of this solicitation. You must consider the cost of such bar-coding requirements when preparing your offer in response to this solicitation.

(7) Acknowledgment of Amendments:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(8) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

(f) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the cover page.
(End)

A-2 52.204-4006 TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB DEC/1997
(TACOM)

(a) We have replaced the TACOM Electronic Bulletin Board (EBB) with a World-Wide Web Home Page. Most of the information you formerly could find on the EBB now appears on our home page, and we've added items that were not available on-line before now. You'll find that the Acquisition Center Home Page is much easier to use than the EBB. The home page, which is accessible using any commercial web-browser, appears at this [http: www.tacom.army.mil/acqcen/](http://www.tacom.army.mil/acqcen/)

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial Web Sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software-developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

- (c) The following solicitation information and open actions are available on our home page:
- Competitive Solicitations for Spare and Repair Parts
 - Sole Source/Restricted Buys (Subcontracting Opportunities)
 - Base Operations Procurement Information
 - Information Technology and Services Acquisitions, and
 - Commercial Vehicle Solicitations.

- In addition, you'll also find:
- current TACOM Master Solicitations, to include a master solicitation for simplified acquisitions,
 - Draft Solicitations
 - Market Surveys/Sources Sought Notices
 - Broad Agency Announcements
 - TACOM Acquisition Center Points of Contact
 - Proposal Submission Guidelines
 - Searchable Database for Procurement History
 - Central Contractor Registration (CCR) Information
 - Environmental Information
 - Acquisition Reform information
 - Link to CBDNet, and
 - a Listing of Procurement References and Other Government Links.

(d) Requests for Quotations (RFQs) available on the Web are complete for quoting purposes, except for the supporting Technical Data Packages (TDPs) and related attachments. These documents must continue to be ordered from the TACOM Bid Lobby. Requests for Proposals (RFPs), with the exception of the Commercial Vehicles, Base Operations, and Information Technology solicitations, are posted for information only. In order to submit a proposal on an RFP except for those in one of these three categories, you must obtain an official copy of the solicitation from the TACOM Bid Lobby. The TDPs, and other documents, when available electronically, will be issued on a CD-ROM. We are working on making all solicitations and technical data available

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through the Web in the near future. Please see [Proposal Submission Guidelines](#) on the home page for more information.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (810) 574-7059, or send an E-Mail message to:
acqcenweb@cc.tacom.army.mil

If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item.

A-3	52.214-4003	ALL OR NONE	MAR/1998
	(TACOM)		

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

A-4	52.247-4020	NOTICE -- FAR FOB ORIGIN CLAUSE	FEB/1998
	(TACOM)		

- (a). Please carefully review the FAR [FOB Origin](#) clause (52.247-29) in this solicitation.
- (b) Paragraph (c) of that clause requires you to perform all the tasks required under the clause at the plant(s) where the supplies will be finally inspected and accepted.
- (c) If facilities for shipment by carrier's equipment aren't available at your plant(s), the clause (with some restrictions) allows you to perform the required tasks FOB at the closest location where you can ship by the carrier's equipment.
- (d) If you don't comply with the requirements of paragraph (c) of the FAR [FOB Origin](#) clause, then:
- (1) your bid under a sealed bid acquisition will be non-responsive; or:
 - (2) your offer under a negotiated acquisition may be rejected.

A-5
This Request for Proposal (RFP) is issued pursuant to FAR Part 15.6 "Source Selection", but it is other than a "formal" source selection as described in FAR 15.612.

As stated in Section M "Evaluation and Award Criteria" of this RFP, the award resulting from this solicitation will be made considering price and other factors. Specifically, evaluation of proposals, as submitted in accordance with Section L of the RFP will consider Technical, Price, and Past Performance/Small Business participation.

Offerors are cautioned to read Section L "Solicitation Instructions and Conditions" carefully, to ensure that any proposal submitted in response hereto includes the information required by the RFP.

Written or oral discussions, as specified in FAR 15.6120., are not envisioned under this procurement, although the Government reserves the right to conduct such discussions where necessary. In the event discussions are conducted, a final revision of proposal be requested in accordance with FAR 15.611.

*** END OF NARRATIVE A001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AA	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>FIRST ARTICLE</u></p> <p>NSN: 3990-01-442-1939 NOUN: BAP TEST ASSETS, 5 EA* FSCM: 31902 PART NR: 13566 SECURITY CLASS: Unclassified PRON: J682M502J6 PRON AMD: 01 AMS CD: 531535</p> <p>* Test assets consists of the following:</p> <p>1 each Shakedown Unit (Para C.1 of the Scope of Work)</p> <p>1 each First Production Unit Inspection (FPUI) Units (Para C.1.1 of the Scope of Work)</p> <p>2 each Production Verification Test Units (Para C.1.1 of the Scope of Work)</p> <p>1 each unit will be delivered as a part of the contract and is being produced under this CLIN to assure random selection</p> <p>Please insert your cost to perform/support Contractor Shakedown Testing here:_____</p> <p>This amount should be included in the unit prices of CLIN 0001AA. In the event the Government determines to waive Shakedown Testing, this amount will be deducted from CLIN 0001AA unit prices.</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W56HZW9047S200 Y00000 M 3 <u>PROJ CD BRK BLK PT</u> IU2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 5 0105</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	5	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>CONTROL TEST FOR BAP</div> <div>SECURITY CLASS: Unclassified Contractor Control Test for BAP Insert price for 1 each</div> <div>(End of narrative B001)</div>			\$_____	\$_____
0001AC	<div>DATA ITEM</div> <div>NOUN: BAP MANUAL CHANGE PKG SECURITY CLASS: Unclassified See Data Item L003, BAP Manual Change Package</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC </div>				

[illegible]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				
	SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<u>BAP FIELD SERVICE SUPPORT</u>			\$ _____	\$ _____
	SECURITY CLASS: Unclassified <u>Contractor Technical Assistance</u> Contractor technical assistance pursuant to Scope of Work paragraph C.3.4, up to 600 man hours. DCMC will administer this provision upon receipt of contractor's invoice, accompanied by PCO request for service. No fee is to be paid on costs claimed. Please provide man day (8 hours) rate on the unit price line at right.				
	(End of narrative B001)				

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Regulatory Cite	Title	Date
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B-1	52.229-4000 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX (TACOM)	OCT/1993
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- (a) Federal Retailers Excise Tax (FRET) does not apply to the items we're buying under this solicitation.
- (b) DO NOT include FRET in your proposed price.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO ELIMINATE USE OF CIODS	JUL/1995

The following change applies to MIL-L-61002, Amendment 1, dated 10 Jan 92, which is part of the technical data package (TDP) or specification for this contract. Paragraph 4.6.3.2 requires immersion testing in methyl chloroform, a Class I Ozone-Depleting Substance, or CIODS. Therefore, in order to eliminate the use of CIODS, MIL-L-61002 is changed as follows:

When meeting the requirements of MIL-L-61002, Amendment 1, delete the immersion testing requirements of paragraph 4.6.3.2.
(End of clause)

C-2	TACOM	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO ELIMINATE USE OF CIODS	JUL/1995
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The following change applies to MIL-STD-129M, dated 15 Jun 93, which is part of the technical data package (TDP) or specification for this contract. The following references to Class I Ozone-Depleting Substances, or CIODS, are part of MIL-STD-129M:

- a. Paragraphs 3.27 and 3.28 reference MIL-P-116;
- b. Paragraphs 5.1.1.2 and 5.1.1.3 reference MIL-C-46168 and MIL-C-53039;
- c. Numerous paragraphs require labels per MIL-L-61002.

Therefore, in order to eliminate the use of CIODS, MIL-STD-129M is changed as follows:

- a. For paragraphs 3.27 and 3.28, comply with MIL-P-116J, Amendment 2, dated 18 Aug 93.
 - b. For paragraphs 5.1.1.2 and 5.1.1.3, comply with both MIL-C-46168D, Amendment 3, dated 21 May 93 and MIL-C-53039A, Amendment 2, dated 19 May 93.
 - c. For paragraph 4.6.3.2 of MIL-L-61002, Amendment 1, dated 10 Jan 92, delete the immersion testing requirements for all references to MIL-L-61002.
- (END OF CLAUSE)

C-3	252.239-4001 (TACOM)	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
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(a) In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

(b) Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

(End of clause)

SECTION C - STATEMENT OF WORK

- C.1 Contractor Shakedown Test. Prior to First Article Test, the Contractor shall perform a Contractor Shakedown Test (CST), 105 days after Contract award, upon 1 (one) initial production BAPs to evaluate the BAPs conformance to the following BAP Performance Specification (PS) requirements:
- 3.3 Performance Characteristics
 - 3.5 Physical Characteristics
 - 3.6 Hydraulic System.
 - 3.8 Design and Construction.

The Contractor shall develop a shakedown test plan and make it available to the Government, for review, 60 (sixty) days after contract award. The test will be conducted at Ft. Indiantown Gap, PA. and shall be approximately of one week in duration. The contractor shall ship the CST BAP to and from the test site at their cost. Upon approval of PVT, the contractor shall refurbish

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the CST BAP to the approved production configuration for acceptance.

C.1.1 First Article Test (FAT) includes First Production Unit Inspection (FPUI) and Production Verification Test (PVT). FPUI shall be conducted on 1 (one) production unit, per the PS, at the place of manufacture. PVT shall be conducted on 2 (two) production units, per the PS and Attachment 5, Test Summary Cycles and Miles, at the Yuma Proving Ground in Yuma AZ. The Contractor shall ship test units to and from the respective test site at their cost. PVT shall not begin until successful completion of FPUI.

C.1.2 The Contractor shall refurbish all FAT units to a like new condition upon completion of PVT.

C.1.2.1 During the PVT, Test Incident Reports (TIRs) will be written by the tester. Each TIR will be "scored" per the Failure Definition/Scoring Criteria. The Contractor shall respond to each TIR with a Failure Analysis and Corrective Action Report (FACAR) per DI-RELI-81315, CDRL L004. A final FACAR shall be submitted to the designated government representative within the time limits listed below. Submittal requirements are based on the TIR release dates and are expressed in calendar days.

Incident Classification	FACAR Submitted Within
Critical	72 hours
Major	15 days
Minor	30 days
Information	Submit FACAR only if requested by the government.

Note: The Contractor shall coordinate with the designated Government Representative for access to TIR databases for the purpose of TIR retrieval.

C.1.3 First Article Approval, reference Section E, Clause E-3.

C.1.4 Upon receipt of Product Quality Deficiency Reports (PQDR) on fielded units, the Contractor shall take the following actions:

- Verify the reported deficiency and begin an investigation.
- Request any necessary exhibits.
- Take necessary immediate action to eliminate problem.
- Perform failure analysis and determine root cause.
- Implement any interim action.
- Determine extent of problem, severity, and long term impact.
- Develop and implement permanent corrective action.
- Document corrective action.
- Assess the corrective action effectiveness.

C.1.5 The Contractor is responsible for all shipping costs associated with exhibits being returned to the contractor's facility for analysis. If PQDR investigations reveal deficiencies attributed to contractor workmanship, or non-conformance to contract requirements, the Contractor shall repair or replace the deficient item(s) as deemed necessary by the PCO.

C.1.6 A Failure Analysis and Corrective Action Report (FACAR) per DI-RELI-81315 and CDRL L004, shall be submitted to the designated Government Representative within 30 calendar days of receipt of a PQDR. If a final response is not ready for submittal, the Contractor shall submit an interim response detailing the status of the investigation. The response shall include actions taken, root cause, corrective action, and Contractor's position with respect to repairs or replacement parts.

C.1.7 Upon receipt of deficient Government Furnished Material (GFM), the Contractor shall prepare and submit a PQDR (SF 368) to the designated government office per DI-QCIC-80736, CDRL L010.

C.1.8 The Contractor shall prepare a Final Inspection Record (FIR) per DI-QCIC-81068 and CDRL L009. The FIR should be organized to reference all examinations and tests that are performed on a single unit during its manufacture and final inspection. The approved FIR shall be updated to reflect all engineering or manufacturing changes that impact the FIR during the entire contract period. Each update shall require government notification and review. The Contractor shall submit the completed FIR to the Government with each unit offered for acceptance.

C.1.9 Control Test (CT). Control tests for maintaining and evaluating process control shall be conducted by the contractor as referenced in Table II of the Performance Specification. This test is performed on selected production units after completion of QCI.

C.1.10 Quality System Requirement: Higher-Level Contract Quality Requirement, reference Section E.

C.1.11 Quality Records. All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders,

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shall be retained by the contractor for a period of 4 years after contract close out. These records shall be made available to the Government upon request.

C.1.12 Material Review Board (MRB). The Contractor shall establish a MRB, which is responsible for disposition of non-conforming material. In the event that the MRB determines non-conforming material can be repaired or used as is, the designated Government Representative shall be notified for review and approval.

C.1.13 Welding Procedures. The Contractor shall perform all welding required under this contract IAW with the performance specification, Contractor's established weld procedures, and as further stipulated below:

- (a) Qualification requirements for welders and weld inspectors.
 - (1) Welder qualification. Before (i) assigning any welder or welding operator to perform manual, semi-automatic or automatic welding work, or (ii) using any automatic welding equipment for work covered by this contract, you shall ensure that the welding equipment you will use has been certified, and that your welders or welding operators have passed qualification testing, as prescribed by the applicable qualification standard identified in paragraph (c) below.

(2) Weld Inspection: During performance of this contract, the Contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification for inspectors may be based on the following:

- Current or previous certification as an AWS certified welding inspector; or
- Current or previous certification by the Canadian Weldin Bureau (CWB); or
- Inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) Welder Qualification: The Contractor shall certify that the welder/welding equipment have passed qualification tests as prescribed by the following AWS Standards:

- (1) AWS D1.1 for Structural Steel
- (2) AWS D1.2 for Structural Aluminum
- (3) AWS D1.3 for Sheet Metal

(c) Workmanship Specimens: Prior to the start of production the Contractor shall validate welding procedures by preparing workmanship specimens. To reduce redundant fabrication of weld workmanship specimens may be grouped according to joint type, geometry, material thickness, position, type of process and strength, as approved by the PCO. Fabrication of workmanship specimens shall be accomplished using the following:

- (1) The lower limits of the declared range of factors for those materials exceeding a thickness of 0.125 inches; and
- (2) The higher limits of the declared range for those materials equal to or less than a thickness of 0.125 inches.

If your workmanship specimens disclose the need for any changes or corrections to welding procedures; all required updates and revisions shall be made at no additional cost to the government.

(d) If workmanship specimens have been previously qualified under another government contract, the PCO may waive the requirements of paragraph (c) above. The written request for waiver shall be submitted, for approval, to the PCO, and the previous contract(s) shall be identified.

C.2 Configuration Management Requirements

C.2.1 The BAP shall conform to the requirements of Attachment 1, Performance Specification for the Bridge Adapter Pallet. The configuration of the BAP shall conform to the Production Verification Test (PVT) approved BAP with incorporated engineering changes per C.2.3.3.1 and C.2.3.3.2.

C.2.2 The Contractor shall furnish a Configuration Management Plan for the BAP per DID DI-CMAN-80858A(T) and CDRL L005.

C.2.2.1 The Contractor shall provide the Government full access to drawings and associated lists for the BAP. Drawings may be contractor format per standard commercial practices. These drawings shall be used by the contractor to describe purchased parts and components, to fabricate components and assemblies of the BAP, and to assemble the completed BAP.

C.2.2.2 Changes to the contractor fabrication drawings shall be implemented per configuration management procedures established

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by the configuration management plan. All Engineering Change Proposals (ECP's), Requests for Deviation (RFD's), and Requests for Waiver (RFW's) shall be approved by the Procuring Contracting Officer (PCO) prior to implementation by the Contractor. The ECP's, RFW's, and RFD's shall be prepared per the contractor's approved configuration management plan and the following requirements.

C.2.3 Configuration Baseline and Control

C.2.3.1 All BAPs delivered under this contract shall be identical in configuration to the approved final configuration after PVT completion.

C.2.3.2 Product Configuration Identification (PCI): All drawings and associated documents used to produce the BAP's for First Article Testing, and approved changes resulting from FPUI/PVT, shall constitute the approved PCI.

C.2.3.2.1 The FPUI BAP shall be designated the manufacturing standard. This unit shall be retrofitted/reworked to the final PVT configuration, at no cost to the Government within 30 days after PVT approval.

C.2.3.3 Engineering Changes

C.2.3.3.1 All proposed changes to the BAP, after FPUI, shall be reported to the Government per the process in the Configuration Management Plan. No change shall negatively impact performance requirements of Attachment 1.

C.2.3.3.2 If the Contractor desires to incorporate changes into the BAP after FPUI approval is granted, the following procedures for Government notice and approval shall apply. These changes include, but are not limited to, design changes, component changes, changes in source of components, and all changes that affect the contractor's drawing package for the BAP.

C.2.3.4 Class II Engineering Changes - Contractor Requested.

C.2.3.4.1 These changes shall be submitted per DID DI-CMAN-80639B(T), CDRL L006.

C.2.3.4.2 The Contractor will process these actions on the Standard Engineering Change Form attached to DD Form 1692, and forwarded to the PCO for review and concurrence or non-concurrence of proper classification.

C.2.3.5 Class I Engineering Changes - Contractor Requested.

C.2.3.5.1 Class I Engineering Change per DID DI-CMAN-80639B(T), CDRL L006, and shall only be incorporated by written approval of the PCO.

C.2.3.5.2 The change proposal must include sufficient information for Government configuration review, and include an ILS, MANPRINT, and a transportability impact statement. The Government may require additional testing for the proposed change at no additional cost to the Government.

C.2.3.5.4 The approved change shall be incorporated by contract modification. In the event the change results in reduced cost to the Contractor, the change may be subject to an equitable reduction in contract price. Cost impact must be fully supported by the contractor, and the Government shall have the right to conduct post-change cost reviews.

C.2.3.5.5 Configuration changes under this contract shall not relieve the Contractor of the responsibility to conform to the delivery requirements of this contract.

C.2.3.6 Class I Engineering Changes - Government Directed.

C.2.3.6.1 In the event the Government desires a change in the BAP configuration, the PCO will notify the Contractor through a request for technical and price proposal from the Contractor. It is understood that the engineering cost associated with ECP preparation is allowable and allocable to the ECP.

C.2.3.6.2 Copies of ECP's shall be submitted in the same manner as Contractor requested Class I Engineering Changes.

C.2.3.7 Value Engineering Change Proposals (VECP's). The Contractor shall prepare VECP's in the same manner as Class I ECP's.

C.2.3.8 The Contractor shall request a block of TACOM ECP numbers by letter to AMSTA-TR-E/PROC. The Contractor shall utilize these numbers on an individual basis as a control identifier for ECP's and related Engineering Release Report (ERR). Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal. The Contractor shall maintain records of where and when each ECP number was used.

C.2.3.8.1 The ECP number shall consist of the contractor's assigned three alpha character symbol and the applicable assigned

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TACOM ECP five digit alpha/numeric number.

C.2.3.9 Request for Deviation/Waiver (RFD/RFW).

C.2.3.9.1 Definitions:

DEVIATION: A deviation, which is submitted before commencing production under the contract, is a one-time request for authorization to deviate from a requirement of the Performance Specification. Deviations cover the entire production run under the contract.

WAIVER: A waiver, which is submitted after production of a number of items that do not conform to a requirement of the Performance Specification, is a request that the Government excuse the non-conformance and accept the non-conforming item.

C.2.3.9.2 When deviations or waivers to the BAP performance specifications, or any other contract requirements are considered necessary by the contractor, an RFW or RFD shall be submitted utilizing DD Form 1694 per DID DI-CMAN-80640B(T), CDRL L007 and/or DID DI-CMAN-80641B(T), CDRL L008. The Government reserved the right to seek adequate consideration for approved RFD/RFW's. Request for Waiver/Deviation shall be annotated by the Contractor to reflect actual production effectivity point by BAP serial/registration number and dates, and then submitted to the PCO.

C.2.3.9.3 Contractual changes can only be made by the PCO.

C.2.4 ECP's, VECP's, and RFD's/RFW's will be submitted, by the Contractor, to the Government QAR for review of the classification designated on the configuration action.

C.3.1 Integrated Logistics Support (ILS) Program: The contractor shall conduct an Integrated Logistics Support (ILS) Program as an integral part of the overall Bridge Adapter Pallet (BAP) program.

C.3.1.1 ILS Objectives: The contractor's ILS program objectives are:
1) Accurately identify and document all the logistics support resources required to operate and maintain the BAP.
2) Update the Logistics Support Package to incorporate engineering changes, include updated vendor information and correct errors.
3) Create and deliver Logistics Support Products to support test and fielding.

C.3.2. Update of the Logistics Support Package: The contractor shall update the existing BAP Logistics Support Package to incorporate engineering changes, updates in vendor data and information and to correct errors. The updates shall be grouped based on Logistics Data configuration cutoff dates. Decisions on the exact cutoff dates will be determined by the Logistics Integrated Process Team (IPT). However, they will be tied to specific program events such as the beginning of test cycles and initial fielding.

C.3.3 Logistics Support Products.

C.3.3.1 Technical Manuals:

C.3.3.1.1 Manual Development and Delivery: The contractor shall prepare and deliver a Technical Manual (TM) Change 1 to the existing CBT TM 5-5420-234-14 & P. This publication shall contain any changes or differences between the existing BAP and the new BAP in the following categories:

C.3.3.1.1.1 All transport vehicle-to-BAP interface information.

C.3.3.1.1.2 All Operations and Maintenance tasks in the existing BAP manual or any additional tasks required to operate and support the BAP design procured with this contract.

C.3.3.1.1.3 All information included as tables of content, indexes, Maintenance Allocation Chart (MAC), Components of End Item (COEI), Basic Issue Items (BII), Additional Authorization List (AAL), Expendable/Durable Supplies and Materials Lists. This information shall be consistent with the data contained within the provisioning database.

C.3.3.1.1.4 Parts Manual (Repair Parts Special Tools List (RPSTL), The contractor shall generate a Parts Manual output from his data base containing, Figure, Item Number, National Stock Number (NSN) Part Number, CAGE CODE and Quantity per figure. This output shall include both the data for the existing BAP and any additional data for the configuration procured by this contract. The contractor shall load Parts manual Data in the government Commodity Command Standard System (CCSS) database to allow future government RPSTL generation.

C.3.3.1.2 The contractor shall develop the technical changes with a format and depth of coverage consistent with the existing BAP manual listed above.

C.3.3.1.3 All technical manual changes delivered under this scope of work shall be free of copyright restrictions for printing

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and distribution by Army.

C.3.3.1.4 Operator's Instructions. The contractor shall provide new or updated operating instructions for use by the vehicle crew, which provide complete and technically accurate instructions for the safe and efficient loading, operation and recovery of BAP. Instructions shall include loading, securing, transporting and deploying the BAP. The operator instructions shall contain Before, During, and After, Weekly and Monthly Preventive Maintenance Checks and Services (PMCS) for the BAP to include those applicable to the transport vehicle interface. Criteria for deadlining the system with instructions, or reference for restoring the system to a mission capable status shall be included. PMCS shall clearly indicate the inspection interval. Lubrication instructions for operators should be included in this section. Lubrication instructions shall identify all BAP and vehicle interface specific lubrication points and types of lubricants required, along with the recommended lubrication intervals. The operator instructions shall contain troubleshooting instructions to identify and isolate mechanical faults. Operator maintenance instructions are limited to maintenance that can be accomplished with tools available on the BAP and/or the transport vehicle.

C.3.3.1.5 Unit, Direct Support and General Support Level Maintenance Instructions: The contractor shall provide a technical manual change sufficient to accomplish all BAP specific and BAP transport vehicle interface maintenance instructions that can be accomplished by Army maintenance mechanics. Special Tools -- defined as tools not found in the Army's "General Mechanics" tool kit (NSN: 5180-00-177-7033), Organizational Maintenance Common #1 tool kit (NSN: 4910-00-754-0654), Common #2 tool kit (4910-00-754-0650), and tool kit Supplement #1 (NSN: 4910-00-754-0653) -- will be identified in the technical manual. The technical manual change will contain Unit level Semi-Annual and Annual PMCS instructions for the BAP and the transport vehicle interface. The technical manual change shall include all troubleshooting with adequate maintenance paragraph references that permits cost effective fault isolation and repair. Criteria for deadlining the BAP with instructions, or reference for restoring the BAP to mission capable status shall be included. PMCS shall clearly indicate the inspection interval. Lubrication instructions for Unit maintenance will be included in this section. Lubrication instructions shall identify all BAP specific and transport vehicle interface points, types of lubricants required, and the recommended lubrication intervals.

C.3.3.1.6 Parts Manual (Repair Parts and Special Tools List (RPSTL)). The technical manual Change 1 (RPSTL) appendix is required under this contract sufficient to identify the parts available and needed to maintain the BAP and transport vehicle interface. The technical manual change must illustrate all components and their down parts, as well as call out, describe, and identify by part number, National Stock Number and commercial source (CAGE) for each of the parts illustrated with quantities listed. The final technical manual change (RPSTL) delivered under this contract may, at the government's option, be extracted from a Government approved source and incorporated with the applicable RPSTL text information.

C.3.3.1.7 Standards of Performance and Schedules. The contractor is responsible for implementing and maintaining a technical information quality assurance program consistent with the goal of producing and delivering manuals for the soldier that accurately reflect the proper operation, maintenance and repair parts ordering information required to completely support the BAP in its intended operating environment. The Government reserves the right to inspect the contractor's technical manual change quality assurance documentation and draft manuals at anytime during the contract performance period. In-Process Reviews (IPR) shall occur no less than twice each year during the contract performance period. All IPRs will be conducted at the contractor's facility with a minimum of 30 days advance notification.

C.3.3.1.8 Manual Validation/Verification: The contractor shall deliver Preliminary Draft Equipment Publications (PDEP) Technical Manual Change 1 for the purpose of conducting a combined 100% validation/verification. Draft Change 1 delivery shall adhere to the delivery dates specified in Attachment A (The Logistics Master Schedule). Combined validation/verification is defined as a contractor function to be witnessed and commented in by the Government. The Government reserves the right to review the contractor's validation records at any time during the performance period. Rejected tasks will require update by the contractor and review by the Government within a specified timeframe as agreed to at the start of work meeting.

C.3.3.1.9 Validation method is at the discretion of the contractor, however, the Government reserves the right to require hands-on task performance of selected operation and maintenance procedures in a non-destructive mode. Required hands-on validation shall be conducted at the contractor's facility. The contractor shall be responsible for all hands-on validation support. The Government will notify the contractor at least 30 days prior to any required hands-on validation. Rejected tasks will require update by the contractor and review by the Government within a specified timeframe as agreed to in the start of work meeting.

C.3.3.1.10 Updates to the Technical Manual Change Prior to Final Draft: At no additional cost to the Government, the contractor shall incorporate changes, additions, and deletions resulting from Government testing, IPRs, and the validation/verification process identified above. The final manual change delivered under this contract shall reflect only the approved PVT BAP configuration.

C.3.3.1.11 Final Draft Delivery: The contractor shall deliver Final Draft Equipment Publications (FDEP) on CD-ROM in accordance with the dates and quantities stated in Attachment A (The Logistics Master Schedule) and CDRL L003.

C.3.3.1.12 Changes to Delivered or Published Manuals. Changes to manual data resulting from approved Government actions that occur after FDEP delivery or official Government printing/distribution shall be prepared, validated and delivered to the

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Government NLT 60 days after Government approval of the related TM source data or as negotiated between the contractor and the government. The Government reserves the right to participate in the contractor's preparation and validation process as described above.

C.3.3.1.13 Warranty of Manual Data. The contractor is responsible for the correction of all manual errors that are identified during the first three (3) years following initial FDEP acceptance at no additional cost to the Government.

C.3.3.2 Initial Parts Provisioning Data:

C.3.3.2.1 Initial Parts Provisioning Data: The contractor shall provide all initial parts provisioning documentation at each scheduled Provisioning Conference or In-Progress Review (CDRL L001, L002). These documents are required to validate part number configuration and source of supply, to deter duplication of items currently cataloged in the logistics data base, source data to validate item pricing, to verify that the logistics control number (LCN) structure and indenture level are correct for End Item configuration. These documents include but are not limited to:

- a) Component and Piece Part Drawings (Class II Contractor/Vendor drawings as a minimum. Appropriately stamped (Sole Source or Proprietary)
- b) Assembly and Installation drawings that show the relationship of the individual parts and components to the system structure.
- c) Provisioning Technical Documentation (PTD)(Attachment B)
- d) Parts Master File (PMF) or Defense Logistics Information Service (DLIS) parts screening

All provisioning data shall be presented at the provisioning conference and delivered in Provisioning Line Item Sequence Number (PLISN) sequence. All drawings shall have the Commercial and Government Entity/Federal Supply Code for Manufacturers (CAGE/FSCM). This information shall be either vendor typed, stamped or in legible writing with an authorized signature on each drawing.

C.3.3.2.2 Preparation of Provisioning Data: The contractor shall prepare the provisioning data per Attachment B, using approved commercial software. Contractor delivered data shall interface with the governments Commodity Command Standard System (CCSS) database. Additional references that can aid in the preparation of provisioning data: Quality Assurance Provisioning Guidance, AMC-P 700-10, AMC-P 700-25, DODI 4151.7 or by calling TACOM, commercial (810) 574-6316/8505.

C.3.3.2.3 Provisioning Conferences: Provisioning Conferences shall be held at USATACOM, Warren MI. Conferences shall occur per delivery dates referenced in Attachment A and incorporate corrections/updates identified in the conference prior to delivery of the final provisioning parts data. The contractor shall provide conference minutes with each delivery of provisioning data.

C.3.3.2.4 Parts Provisioning: The Contractor shall develop and deliver provisioning data for all new or changed BAP spare and repair parts. The contractor shall screen all new BAP parts as part of the Provisioning Data development process. The Contractor shall enter NSNs identified as part of the screening process.

C.3.3.2.5 Provisioning and Preprocurement Screening: The contractor shall conduct preprocurement screening i.e. Haystack @, Parts Master @, DLSC or other IPT approved screening data base, for standardization and NSN identification. Screening data presented at Conference shall not be more than 60 days old. The contractor shall employ all methods available to ensure the maximum number of existing NSNs is identified. The screening shall be used to identify valid part numbers and current prices and units of measure. The contractor shall update his database with the results of screening (including the entry of prime part numbers identified in screening) or additional screening performed by the government.

C.3.3.2.6 Standards of Performance and Schedules: Quality and standards of performance apply to all phases of the provisioning effort. All provisioning data shall be delivered in accordance with the ILS Master Schedule, Attachment A.

C.3.3.2.7 Delivery of Provisioning Data and Drawings: All provisioning data and drawings shall be delivered as follows: Drawings - one copy on CD ROM or 3.5 Diskette; Provisioning Parts List (Attachment B)- one copy with corrections on a 3.5 Diskette or submitted over the internet. All deliveries shall include a DD Form 250. Delivery shall not be limited to Source Maintenance and Recoverability (SMR) "P" coded items.

C.3.4 Contractor Technical Assistance (Option).

C.3.4.1 Upon request by the Procuring Contracting Officer (PCO), the Contractor shall provide up to 600 man-hours of assistance. The Contractor shall provide qualified Field Service Representative(s) (FSR) to advise and assist Government personnel regarding operations, maintenance, repair, and supply of Contractor parts for the BAP.

C.3.4.2 The PCO shall designate the times and locations of the service to be performed. Within one working day of notification, the Contractor shall notify the TACOM Contract Specialist of all transportation costs to be included in the order.

C.3.4.3 IF a security clearance is needed at the site where the FSR will perform his services, the Contractor shall provide all required personnel vital statistics related to the FSR as requested by the PCO to effect the security clearance.

C.3.4.4 When requested by the PCO, the FSR shall submit to the TACOM Contract Specialist a letter or report, in Contractor

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format, which synopsisizes his assignment. Contractor will include the time frames of the visit in the report, which will be sent to the PCO.

C.3.4.5 Man-Hour of Service.

C.3.4.5.1 Work Day. The FSR shall work only eight (8) hours per day, excluding travel time, unless authorized by the PCO. A man-hour of service includes any period during which the FSR is delayed or prevented from performing any task only if the delay or non-performance is solely the fault of the Government.

C.3.4.6 Travel Time. Travel time for initial travel from the Contractor's facility to the work site, for travel between work sites, and for travel back to the Contractor's facility shall be paid in man-hours of service and may be over/above the eight hours allowed per work day.

C.3.4.7 Lodging. The man-hour rate is exclusive of subsistence, lodging, and incidental expenses incurred by the FSR while performing the services. The Government will pay these expenses to the extent of the per diem rate listed in the Joint Travel Regulation for the job site, with the exception that the Government will pay the FSR 75% of the listed meals and incidental expenses rate for the first and the last travel days.

C.3.4.8 Transportation. The man-hour rate is exclusive of all transportation costs, which includes airfare and local rental car in/around the job site. The Government will reimburse the FSR for acceptable transportation costs incurred during performance of services under Orders issued in accordance with this Scope of Work.

C.3.4.9 Saturday/Sunday. When the FSR is on site on a Saturday or Sunday but is not working, the Government will pay only the per diem and local transportation costs.

C.3.4.10 Holidays. If the FSR is on site on a holiday but is not working, the Government will pay eight (8) man-hours (only for official U.S. holiday(s) that would normally be work day(s) at the FSR's facility), in addition to the actual days worked. The Government is not responsible for vacation, other holidays, and sick leave pay. The Government is only responsible for actual days worked by any qualified FSR. It doesn't matter if the same FSR completes an assignment; however, the Government will reimburse only one (1) complete round-trip from the Contractor's facility.

C.3.4.11 Emergency Leave. The Government is not responsible for any emergency leave which the Contractor may grant to the FSR while on assignment.

C.3.4.12 Invoices. The Contractor shall forward separate invoices for reimbursement for service (which shall carry certification of the actual man-hour services performed) and for transportation costs incurred (which shall include receipts for all requested reimbursements). The Contractor shall forward these invoices and certifications to the ACO, with a copy furnished to the Contract Specialist, for verification of costs and payment.

C.3.5 Test Support Parts : The contractor will support Government test with spare/repair parts as needed. Parts required during test shall be delivered to the test site within 48hrs of notification by the PCO.

C.3.6 Army Maintenance Management System (AMMS): The contractor shall prepare and overpack DA Form 2408-9, Acceptance and Registration Report with each vehicle.

*** END OF NARRATIVE C001 ***

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4003 (TACOM)	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES (F.O.B. ORIGIN)	OCT/1997

(a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).

(b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129N, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1.

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	JAN/1997

(a) The Contractor shall deliver 2 unit(s) of Contract Line Item 0001AA within 105 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section 4, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government. the Government at the following address:
Yuma Proving Ground, Arizona (2 ea)

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.
(End of clause)

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (h) above to mean that the PCO hereby authorizes you to purchase all material

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and components necessary to produce the production quantity.
(End of addendum)

E-4 52.209-4000 NOTICES REGARDING FIRST ARTICLE TEST REQUIREMENT FEB/1998
(TACOM)

(a) The approved First Article item(s), as described elsewhere in Section C or E of this contract, will not be consumed or destroyed in testing. (Where the approved First Article quantity will be consumed or destroyed in testing, it shall not be delivered as part of the contractually required quantity as set forth in the Schedule. The cost of the supplies so consumed or destroyed shall be included in the overall offer or contract price.)

(b) The approved First Article item(s) will serve as a manufacturing standard. (If the approved First Article quantity will serve as a manufacturing standard, it may be delivered as part of the contractual quantity with the last scheduled shipment as provided in Section B or F of the contract.)

E-5 52.246-4016 END ITEM FINAL INSPECTION RECORD OCT/1997
(TACOM)

In accordance with data item(s) L009 the contractor shall prepare and distribute a Final Inspection Record (FIR) for each vehicle under the contract. The FIR shall list each vehicle characteristic or function to be inspected from the vehicle specification along with any changes thereto made elsewhere in the contract. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be submitted to the DCMC-assigned QAR for review a minimum of 30 days prior to FPVI or First Article Evaluation. The QAR will make his recommendation, and will forward the FIR to USATACOM, AMSTA-TR-E/HTV, for review and final approval. No vehicle, including the First Production Vehicle Inspection (FPVI) unit, shall be offered to the Government for inspection and acceptance prior to completion of the FIR. The FIR shall be made available for Government inspection along with the vehicle.

(End of clause)

E-6 52.246-4024 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS SEP/1992
(TACOM)

1. GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract, under the following conditions:
 - a. You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
 - b. You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item meets the contract requirements.
2. HOW TO SUBMIT A TEST DELETION REQUEST.
 - a. BEFORE CONTRACT AWARD - Submit your request along with your bid or proposal. Make sure that your bid or proposal includes an alternate price (that reflects how your basic price would change if we approved your request).
 - b. AFTER CONTRACT AWARD - Send your requests to (USA TACOM, Warren, MI 48397-5000, ATTN: AMSTA-AQ-SAA, Mary Rehm) at least 45 days before you're scheduled to make delivery of the affected end item.
 - c. ALL REQUESTS MUST -
 - (1) identify the test(s) you want deleted;
 - (2) state the basis for your request;
 - (3) include a list of configuration changes made;
 - (4) demonstrate that you meet the conditions in paragraph 1a or 1b above;
 - (5) include proposed amount of equitable adjustment (if change is requested after award)
3. SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with this data if we ask for it.
4. CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price, under the Changes clause of this contract.

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E-7 TACOM SUPPLEMENTAL STATEMENT OF WORK: FASTENER QUALITY ASSURANCE REQUIREMENTS SEP/1992

(a) This clause establishes quality assurance requirements for all threaded steel fasteners of Grade 5 and higher (as defined by SAE-J429) and metric fasteners with strength designations of 8.8 and higher (as defined by J-1199) that are to be used in items procured from either a Government or contractor owned Technical Data Package. It applies to fasteners received (i) from fastener manufacturers, (ii) from distributors, or (iii) as part of a subassembly for use in both new and repair items.

(b) The contractor shall implement and maintain a fastener quality assurance program which:

(i) Assures the homogeneity of fastener lots. A homogeneous fastener lot is defined as one in which all of the fasteners are of the same size, type, grade, plating and manufacturer.

(ii) Ensures that individual fasteners are identified by a fastener manufacturer symbol (logo). The manufacturer's symbol (logo) shall be listed in MIL-HDBK 57, dated 29 Sep 89.

(iii) Provides objective quality evidence that the fasteners to be furnished under this contract meet all technical requirements.

(c) To determine the conformance of the fastener lots with the homogeneity and identification requirements, a sample from each lot of fasteners will be taken in accordance with MIL-STD-105, dated 10 May 89, Inspection Level II, AQL 1.0, or equivalent, except that lots shall be accepted with zero (0) defects (C=0) and rejected with one (1) or more defects. Each sample shall be examined for the following:

(i) The grade and manufacturer symbol (logo) for each bolt in the lot sample shall be the same.

(ii) Threads shall be examined to assure conformity to requirements.

(iii) Plating (when specified) shall be examined to assure complete coverage.

(d) Objective quality evidence that fasteners meet all technical requirements shall consist of either:

(i) Favorable chemical, core hardness, plating and tensile test data provided by the manufacturer or supplier of a fastener lot which is directly traceable to that lot. Chemical tests shall include, as a minimum, percent by weight of the following elements: carbon, manganese, phosphorus and sulfur;

OR

(ii) Favorable results of chemical and core hardness tests performed by the contractor or a subcontractor on sample(s) taken from the lot. Sampling for chemical, plating and core hardness testing shall be in accordance with MIL-STD-105, Level S-2, AQL 1.0 or equivalent. Chemical tests shall include, as a minimum, percent by weight of the following elements: carbon, manganese, phosphorus and sulfur.

(e) For item(s) procured using a Government Technical Data Package, Grade 8.1 or 8.2 fasteners are not an acceptable substitute for Grade 8 fasteners.

(f) Commercial items, defined as an end item or component of an end item whose sales volume to the general public is greater than 50% of the items produced, will be deemed to meet the requirements of this clause if the contractor has a current vendor control policy with regard to fasteners.

Note: During maintenance or repair, the Government will use Grade 8, zinc plated bolts from Government stocks as replacements for any Grade 5 or Grade 8.2 bolt used in commercial items.

(End of clause)

E-8 52.211-4016 TT-C-490, TYPE 1, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC SEP/1996 (TACOM)

(a) If the technical data package requires the use of a TT-C-490, Type 1, pretreatment system, the process must be approved by the procuring activity prior to use. All approved facilities have been provided a letter of system approval which specifically identifies the phosphate chemical system and the limitations or exceptions authorized. These approval letters must be dated no later than January 1989. Letters of approval which do not identify the chemical system are limited to approval on a specific contract only, and do not have carte blanc approval.

(b) Any zinc phosphate application facility requesting approval must submit the procedure to TACOM, ATTN: AMSTA-TR-E/MATL for review at least 35 days before planned start up. The procedure must identify the prime contractor and the contract number. The procedure must contain all the elements required per Paragraph 3.2 of TT-C-490. A qualification audit will be arranged with the facility. The facility must demonstrate its ability to perform all required process control tests and operate successfully

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within its designated operating parameters.

(c) If the contractor cannot find a capable facility within his area, it can contact TARDEC Materials Engineering at (810) 574-5083 for a partial list of approved facilities. Not all geographic areas are represented in the listing. The approved facility is required to perform all process control tests noted in the specification.

(d) For all TT-C-490, Type 1 facilities, the second paragraph contained in Paragraph 4.2.8; Salt Spray Resistance, is amended to read as follows:

During production, one specimen (see 4.2.2) for each day's production shall be subjected to the salt spray test specified above, until five consecutive days' production have successfully passed the test. Thereafter, sampling may be reduced to two test panels per month. If failure occurs, corrective action shall be taken and documented. Sampling shall revert to one specimen from each day's production until five consecutive days production have again successfully passed the test.
(End of clause)

E-9 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAY/1989
 (TACOM) (CARC) ON METALLIC SURFACES
(a) Application: MIL-C-46168
 MIL-C-53039

(b) End-Item Paint Inspection: After the complete paint finish has been applied and cured* (See *Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

1. Directly adjacent to a weld
2. On or directly adjacent to a machine cut or sheared edge.
3. On any mechanically formed surface when lubricants/drawing compounds were used.
4. On paint touch-up areas.

(c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

(d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 to 168 hours.

(e) Test Methods:

1. Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with MIL-STD-45662.
2. Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
 - (a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
 - (b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

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(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

(f) Interpretation of Test Results

1. Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

2. Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

COATING THICKNESS	
SPECIFICATION	DRY FILM THICKNESS (Mils)
MIL-P-15328	0.3 - 0.5
MIL-P-23377	1.0 - 1.5
MIL-P-52192	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-P-53030	1.0 - 1.5
MIL-C-46168	1.8 minimum
MIL-C-53039	1.8 minimum.

Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (1) Inadequate cleaning of the substrate.
- (2) Contamination of the surface between coatings.
- (3) Excessive paint film thickness in a single coating application.
- (4) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

E-10	52.246-4024	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	JAN/1995
	(TACOM)		

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

- (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
- (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete

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the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the Procuring Contracting Officer at least 45 days before you're scheduled to make delivery of the affected end item.

(3) ALL REQUESTS MUST -

- identify the test(s) you want deleted;
-- state the basis for your request;
-- include a list of configuration changes made;
-- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
-- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
-- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

* * *

E-11	52.246-4025, ALT I (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT (NEW DESIGN/DESIGN CONTROL/COMPLEX OR CRITICAL ITEM)	OCT/1997
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(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as ISO 9001, or (ii) military, or (iii) commercial, or (iv) national quality standards. (NOTE, however, that quality systems conforming to ISO 9002 or MIL-I-45208 or comparable are NOT acceptable for this contract.) You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
() QS 9000
() ANSI/ASQ Q9001
() Other, specifically: _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

* * *

E-12	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		
Inspection Point: ORIGIN			

We will inspect the supplies as described elsewhere in this solicitation/contract and before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____

(Address) (City) (County) (State) (Zip)

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SUBCONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)
(End of Clause)

E-13 52.246-4029 ACCEPTANCE POINT: ORIGIN FEB/1998
(TACOM)
Acceptance Point: ORIGIN

We'll accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT. When F.O.B. is destination and once we accept title to the supplies, we'll allow payment as long as you supply the proper evidence of shipment with the invoice. (See the Section I clause, FAR 52.247-48 - F.O.B. DESTINATION - EVIDENCE OF SHIPMENT and the Section I clause, FAR 52.246-16 - RESPONSIBILITY FOR SUPPLIES.).

E-14 52.246-4048 DRAWINGS FOR INSPECTION NOV/1982
(TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

E-15 Certifications. All certifications provided by the contractor shall include appropriate supporting documentation such as, but not limited to; test data, material analysis, drawings, purchase orders, specifications, etc. In the event that particular certifications are not acceptable to teh government, the contractor shall conduct additional examinations and tests and/or provide additional documentation as required to verify conformance at no additional cost to the government.

a) The contractor shall provide a new or updated certification whenever a change is made in the:

- 1. process used to produce a certified product
- 2. legal requirement for a standard of a certified product
- 3. supplier of a certified product
- 4. event of a new contract/rebuy

b) Subcontracting does not relieve the contractor from providing all the necessary supporting documentation for all certifications provided to the government

*** END OF NARRATIVE E001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.242-4006 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	JAN/1997

Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

- (a) Start deliveries 105 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.
- (1) You'll deliver a minimum of 6 units every 30 days;
- (2) You'll deliver a maximum of 15 units every 30 days.
- (b) You can deliver more than the maximum number of units every thirty days:
at no additional cost to the Government and if the Procuring Contracting Officer approves it.
- (c) Individual delivery order quantities will not exceed the maximums specified in the Section H clause DELIVERY ORDER LIMITATIONS.

F-7	52.242-4010	DESIRED AND REQUIRED TIME OF DELIVERY FOR DELIVERY ORDERS	FEB/1997
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(a) DEFINITIONS:

CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

REQ'D means the number of days after receipt of a delivery order when you MUST deliver the first quantity (QTY) of supplies under this contract.

DESIRED means the number of days after receipt of a delivery order when we would PREFER you to begin deliveries. The DESIRED schedule involves fewer days after the date of each delivery order than the REQ'D schedule does.

QTY means the quantity of items you must deliver to the Government per month, starting at the REQ'D (or, if appropriate, starting at the DESIRED or PROPOSED) time after you receive a delivery order, and continuing every 30 days thereafter if necessary.

PROPOSED is an optional offeror fill-in, for the number of days after receipt of each delivery order when you propose to start delivery of the ordered quantity, at the per-month rate identified in the QTY column. You don't have to enter a number of days in the PROPOSED column unless you do not agree to the DESIRED delivery schedule in paragraph (b) below.

(b) TACOM's required and desired schedules for this acquisition appear immediately below.

CLIN	REQ'D	DESIRED	QTY	PROPOSED
0002AA	15 per mo		15 per mo	90

- (c) Unless otherwise specified in an individual delivery order, if we order any quantity less than QTY from paragraph (b) above, the entire quantity will be due in one shipment, using the delivery schedule determined per paragraph (b) above.
- (d) Unless otherwise specified in an individual delivery order, if we order any quantity greater than QTY from paragraph (b) above, you may delivery in increments rather than all at once. You will owe delivery of the first increment based on a schedule per paragraph (b) above, for a quantity at least equal to QTY from paragraph (b). Delivery of remaining increments will be due every 30 days thereafter, either for QTY from paragraph (b) above or for the appropriate fraction of it, if the quantity remaining to be delivered is less than QTY. For example, if QTY is 100, the delivery schedule is 120 days, and on January 1 we issued delivery order #1 for 350 items, you would owe deliveries as follows:
- 100 each by May 1st (120 days after the date of the order);
- 100 each by June 1st (150 days after the date of the order);
- 100 each by July 1st (180 days after the date of the order); and

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50 each by August 1st (210 days after the date of the order).

(e) PROPOSAL BASED ON THE REQ'D SCHEDULE. If you cannot perform to the DESIRED schedule identified above, but can perform to the REQUIRED delivery schedule, and your proposal is based on meeting the REQUIRED schedule, then copy the number shown in the REQ'D column into the PROPOSED column in paragraph (b) above.

(f) PROPOSAL BASED ON THE DESIRED SCHEDULE. If you can perform to the DESIRED schedule identified above, and your proposal is based on meeting this schedule, then either you can make no entry at all in paragraph (b) above, or you can copy the number shown in the DESIRED column into the PROPOSED column in paragraph (b) above.

(g) **UNIQUE PROPOSAL.** If your proposal is based on a delivery schedule different from the **REQUIRED** or the **DESIRED** delivery schedules in paragraph (b) above, you must write your proposed delivery schedule in the **PROPOSED** column in paragraph (b) above. Note that proposing a unique delivery schedule won't prejudice your offer. However, if you propose a delivery schedule longer than the **REQUIRED** schedule in paragraph (b) above, we will consider your proposal for award only if it is the only proposal we receive.

(h) EVALUATION: If you have not written anything in the PROPOSED column in paragraph (b) above, we will interpret your proposal as accepting the DESIRED delivery schedule given in paragraph (b). If you are selected for contract award, you will be required to perform to the DESIRED delivery schedule. If you have written a specific delivery schedule in the PROPOSED column, any award to you will require performance to the delivery schedule you proposed.

(i) If we issue delivery orders whose performance periods overlap, you won't be required to deliver a total per-month quantity that exceeds your maximum monthly shipment rate from paragraph (j) below. If we issue overlapping orders that would require you to exceed your maximum monthly shipment quantity, delivery of orders issued later will be deferred until you have finished delivering earlier-issued orders and can begin on the later orders(s) without exceeding your maximum monthly shipment rate. (For example, using the illustration from paragraph (d) above, assume your maximum monthly shipment quantity were 100 units, and we issued delivery order #2, for another 75 units, on March 1st. Since delivery is due 120 days after the order, you normally would owe delivery of those 75 units on July 1st. But you already would owe us 100 units from order #1 on July 1, and 100 units is your maximum monthly shipment quantity in this example. So your delivery under order #2 would be deferred from July until August, since in August you are required to ship only the last 50 units from order #1. In August, therefore, you would owe us the last 50 units from order #1, and the first 50 units from order #2.)

(j) MAXIMUM MONTHLY QUANTITY. Please tell us, below, the maximum quantity of each contract item you will be able to ship each month if you receive the contract and we issue delivery orders whose performance periods overlay. Note that if you propose a maximum monthly delivery quantity less than QTY from paragraph (b) above, we will consider your proposal for award only if it is the only proposal we receive. If you make no entry below, your maximum monthly shipment quantity will be set at double the QTY figure from paragraph (b) above.

If awarded a contract, this company will be able to ship up to the following maximum quantity of contract items per month during the life of the resulting contract:

MAXIMUM MONTHLY
CLIN SHIPMENT QUANTITY
0002.....

(list as
necessary)

* * *

F-8 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and
ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

F-9	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	OCT/1994
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

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- (1) Government Bill(s) of Lading or US Postal Services;
- (2) Commercial Bill(s) of Lading converted to Government Bill(s) of Lading at destination;
- (3) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (4) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (3) Authorization to ship Commercial Bills of Lading to be converted to Government Bills of Lading at destination from the transportation office, administering DCMC, ten days before the materiel is ready for shipment. The Contractor must prepare and address the forms as directed by the Administrative Contracting Officer (ACO) or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

F-10 52.247-4017 DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR APR/1985

(TACOM) ADDRESSES

Rail/ Motor	MILSTRIP Address	Rail	Motor	Parcel Post
SPLC* Code	Code	Ship To:	Ship To:	Mail To:
206721/ 209405	W25G1U	Transportation Officer New Cumberland Army Depot, New Cumberland, PA	Transportation Officer New Cumberland Army Depot, New Cumberland, PA	Transportation Officer New Cumberland Army Depot, New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer Sharpe Army Depot, Lathrop, CA	Transportation Officer Sharpe Army Depot, Lathrop, CA	Transportation Officer Sharpe Army Depot, Lathrop, CA 95331-5340
471995/ 471966	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Pennsylvania	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
285832/ 285833	W22G1G	Transportation Officer Lexington-Bluegrass Depot Activity, Avon, KY	Transportation Officer Lexington-Bluegrass Depot Activity, Avon, KY	Transportation Officer Lexington-Bluegrass Depot Activity, Lexington, KY 40511-5050
386260/ 386250	W52H1C	Transportation Officer Rock Island Arsenal Rock Island, IL	Transportation Officer Rock Island Arsenal Rock Island, IL	Transportation Officer Rock Island Arsenal Rock Island, IL 61299-5000
748521/ 748520	W51G2C	Transportation Officer U.S. Army Depot Activity Pueblo, Avondale, CO	Transportation Officer U.S. Army Depot Activity Pueblo, Avondale, CO	Transportation Officer U.S. Army Depot Activity Pueblo, Pueblo, CO 81001-5000

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661136/ W45G19 661157	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
Carload W62G2R 874456 Less CL 874430/ 874465	Transportation Officer Sacramento Army Depot, (Carload Lots:) Polk, CA (Less Than Carload Lots:) Sacramento, CA	Transportation Officer Sacramento Army Depot, Sacramento, CA	Transportation Officer Sacramento Army Depot, Sacramento, CA 95813-5032
764538/ W67G23 764535	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003
202229/ W25G1W 202230	Transportation Officer Tobyhanna Army Depot, Tobyhanna, PA	Transportation Officer Tobyhanna Army Depot, Tobyhanna, PA	Transportation Officer Tobyhanna Army Depot, Tobyhanna, PA 18466-5105
183563/ W16G1B 183535	Transportation Officer Seneca Army Depot, Kendaia, NY	Transportation Officer Seneca Army Depot, Romulus, NY	Transportation Officer Seneca Army Depot, Romulus, NY 14541-5001
871156/ W62G2X 871155	Transportation Officer Sierra Army Depot, Herlong, CA	Transportation Officer Sierra Army Depot, Herlong, CA	Transportation Officer Sierra Army Depot, Herlong, CA 96113-5210

*SPLC indicates Standard Point Locator Code

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot

Red River Army Depot

Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS	JUL/1991
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JAN/1994
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-6	252.225-7007	TRADE AGREEMENTS	JUN/1997
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	JAN/1997
H-8	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	JAN/1997
H-9	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-10	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	NOV/1995
H-11	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-12	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
H-13	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-15	252.246-7001	WARRANTY OF DATA	DEC/1991
H-16	252.249-7002	NOTIFICATION OF ANTICIPATED PROGRAM TERMINATION OR REDUCTION	DEC/1996

H-17 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 3 program years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

H-18 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 18, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 90.
- (2) Any order for a combination of items in excess of 90.

(3) A series of orders from the same ordering office within 105 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

H-19 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING

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clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

(End of clause)

H-20
52.246-4026
LOCAL ADDRESSES FOR DD FORM 250
SEP/1998

(TACOM)

(a) The contractor must provide two copies of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using any one of the following three methods, which are listed in descending order of preference:

(1) Our first preference is for you to use electronic mail (e-mail), using the following two e-mail addresses:

(a) DD250@tacom.army.mil

and

(b) the buyer's e-mail address, as shown on the cover page of this contract, using the format:
[buyer's e-mail name]@tacom.army.mil_

(2) Our second preference is for you to use data facsimile (datafax) transmission, using these fax numbers:

(a) (810) 574-7788, and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet

(b) fax a copy to the buyer, using the fax number provided to you by the buyer.

(3) Our third preference is for you to use the ordinary U.S. mail, using these mailing addresses:

US Army Tank-automotive and Armaments Command
Acquisition Center - ATTN: AMSTA-AQ-***
Warren, MI 48397-5000

***Note: for the first copy, use this office symbol: AMSTA-AQ-DS (DD 250)
for the second copy, use the buyer's office symbol as shown on the contract cover page.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: N/A

(End of clause)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	OCT/1995
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	AUG/1996
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS	JUN/1997
I-19	52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN	AUG/1998
I-20	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	AUG/1998
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-26	EQUAL OPPORTUNITY	APR/1984
I-24	52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR/1984
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-28	52.223-2	CLEAN AIR AND WATER	APR/1984
I-29	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-30	52.223-6	DRUG FREE WORKPLACE	JAN/1997
I-31	52.225-10	DUTY-FREE ENTRY	APR/1984
I-32	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/1996
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.227-9	REFUND OF ROYALTIES	APR/1984
I-37	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-38	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-39	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-40	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-41	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.	APR/1998
I-42	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/1996
I-43	52.232-1	PAYMENTS	APR/1984
I-44	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-45	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-46	52.232-11	EXTRAS	APR/1984
I-47	52.232-17	INTEREST	JUN/1996
I-48	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986

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	Regulatory Cite	Title	Date
I-49	52.232-25	PROMPT PAYMENT	MAY/1997
I-50	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG/1996
I-51	52.233-1	DISPUTES	OCT/1995
I-52	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-53	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-54	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-55	52.242-13	BANKRUPTCY	JUL/1995
I-56	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-57	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-58	52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	OCT/1997
I-59	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC/1989
I-60	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-61	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-62	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-63	52.248-1	VALUE ENGINEERING --the Contractor shall submit an original and NINE copies of each VE proposal submitted in response to this clause	MAR/1989
I-64	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-65	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-66	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-67	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	JUN/1997
I-68	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-70	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-71	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/1991
I-72	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/1997
I-74	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1--FEB 1997)	FEB/1997
I-75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/1997
I-76	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-77	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	NOV/1995
I-78	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-79	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-80	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
I-81	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-82	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-83	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-84	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	AUG/1992
I-85	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-86	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-87	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-88	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-89	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	FEB/1997
I-90	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-91	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law

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by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Excel.

(End of clause)

I-92 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this Contract which exceed \$100,000.

(End of clause)

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I-93 52.223-11 OZONE-DEPLETING SUBSTANCES JUN/1996

(a) Definition

Ozone-depleting substance, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

(End of clause)

I-94 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1995

(a) Definition.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I-96 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR/1998

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

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(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.
(End of clause)

I-97 252.232-7009 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) JUN/1998
(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of (b) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either (i) accept payment by check or some other mutually agreeable method of payment, or (ii) request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (e) of this clause).

(b) Alternative contractor certification. If the Contractor certifies in writing, as part of its registration with the Central Contractor Registration (CCR) database that it does not have an account with a financial institution and does not have an authorized payment agent, payment shall be made by check to the remittance address contained in the CCR database. All contractor certifications will expire on January 1, 1999.

(c) Contractor's EFT information. Except as provided in paragraph (b) of this clause, the Government shall make payment to the Contractor using the EFT information contained in the CCR database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(d) Mechanisms for EFT payment. The Government may make payment by EFT through either an Automated Clearing House subject to the banking laws of the United States or the Federal Reserve Wire Transfer System.

(e) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect and the Contractor has not certified under paragraph (b) of this clause, the Government need not make payment to the Contractor under this contract until correct EFT information or certification is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(f) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or

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remittance address as applicable) listed in the CCR database.

- (g) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor's EFT information in the correct manner, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (e) of this clause shall apply.
- (h) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.
- (j) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (k) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Contractor has certified in accordance with paragraph (b) of this clause or if the Government otherwise makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

I-98 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA NOV/1995

(a) Definitions.

As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any

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part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

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ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

(End of clause)

I-99	252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	MAY/1994
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Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

(end of clause)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	ATTACHMENT A - BRIDGE ADAPTER PALLET MASTER ILS SCHEDULE		001	ELECTRONIC IMAGE
Attachment 002	ATTACHMENT B - ILS WORKSHEETS		018	ELECTRONIC IMAGE
Attachment 003	PERFORMANCE SPECIFICATION	22-MAR-99	015	ELECTRONIC IMAGE
Attachment 004	CONTRACT DATA REQUIREMENTS LIST		007	ELECTRONIC IMAGE
Attachment 005	TEST SUMMARY CYCLES AND MILES		001	ELECTRONIC IMAGE
Attachment 006	RATING SCHEME FOR PAST PERFORMANCE AREA		001	ELECTRONIC IMAGE
Attachment 007	SMALL BUSINESS PARTICIPATION ADJECTIVAL SCALE		001	ELECTRONIC IMAGE

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
K-2	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (OCT 1998)	OCT/1998
(a)	(1)	The standard industrial classification (SIC) code for this acquisition is 3715.	
(2)		The small business size standard is 500.	
(3)		The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.	
(b)		Representations.	
(1)		The offeror represents as part of its offer that it () is, () is not	
		a small business concern.	
(2)		(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not	
		a small disadvantaged business concern as defined in 13 CFR 124.1002.	
(3)		(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is () is not	
		a women-owned small business concern.	
(4)		(Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:	
_____	()	Black American.	
_____	()	Hispanic American.	
_____	()	Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).	
_____	()	Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).	
_____	()	Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).	
_____	()	Individual/concern, other than one of the preceding.	

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K-3 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above
 _____ (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K-4 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS APR/1991

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after

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December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K-5 52.204-3 TAXPAYER IDENTIFICATION

JUN/1997

(a) Definitions.

Common parent, as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Corporate status, as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

Taxpayer Identification Number (TIN), as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because
 - () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal, state or local government;
 - () Other. State basis : _____

(d) Corporate Status.

- () Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
- () Other corporate entity;
- () Not a corporate entity;
 - () Sole proprietorship
 - () Partnership

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() Hospital or extended care facility described in 26 CFR 501(c)(3)
that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

() Offeror is not owned or controlled by a common parent as
defined in paragraph (a) of this provision.

() Name and TIN of common parent:

Name: _____

TIN: _____

(End of provision)

K-6 52.204-5 WOMEN-OWNED BUSINESS OCT/1995

(a) Representation. The offeror represents that it

() is

() is not

a women-owned business concern.

(b) Definition. Women-owned business concern, as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of provision)

K-7 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER APR/1998

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com

(End of provision)

K-8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS MAR/1996

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

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(A) ☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ have
☐ have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ are
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror

☐ has
☐ has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(a) It operates as

☐ an individual,
☐ a partnership,

Name of Offeror or Contractor:

- () a nonprofit organization,
- () a joint venture, or
- () a corporation, incorporated under the laws of the State of _____

(b) If the offeror or respondent is a foreign entity, it operates as

- () an individual
- () a partnership
- () a nonprofit organization
- () a joint venture, or
- () a corporation, registered for business in (country)_____.

(End of provision)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- () intends
 - () does not intend
- (Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street
Address, City, County, State,
ZIP code)

Name and Address of Owner and
Operator of the Plant or Facility if
Other than Offeror or Respondent.

_____	_____
_____	_____
_____	_____

(End of provision)

K-11 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
------	-------	------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(End of provision)

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Name of Offeror or Contractor:		

K-12 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES APR/1984

(a) Segregated facilities, as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the EQUAL OPPORTUNITY clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the EQUAL OPPORTUNITY clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the EQUAL OPPORTUNITY clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

K-13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS APR/1984

The offeror represents that--

(a) It () has
 () has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

(b) It () has
 () has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K-14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It () has developed and has on file,
 () has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K-15 52.223-1 CLEAN AIR AND WATER CERTIFICATION APR/1984

The offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIN/SIIN DAAE07-99-R-S003 MOD/AMD</p>	<p style="text-align: center;">Page 48 of 65</p>
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Name of Offeror or Contractor:

() is
() is not
listed on the Environmental Protection Agency List of Violating Facilities.

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.
(End of provision)

K-16 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor;
- (2) Date of license agreement;
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
- (4) Brief description, including any part or model numbers, of each contract item or component on which the royalty is payable;
- (5) Percentage or dollar rate of royalty per unit;
- (6) Unit price of contract item;
- (7) Number of units; and
- (8) Total dollar amount of royalties.

(b) Copies of current licenses In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.
(End of provision)

K-17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION APR/1998

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:
() (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the

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offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

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III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- () yes
() no

(End of provision)

K-18 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per container _____ Each;
- (v) Gross weight of container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____
- (xi) Number of containers or pallets/skids per trailer _____ *--
Size of trailer _____
Type of trailer _____

* Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

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The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

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252.225-7003

INFORMATION FOR DUTY-FREE ENTRY EVALUATION

AUG/1992

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?

()

Yes

()

No

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

()

Yes

()

No

(2) Has the duty on such foreign supplies been paid?

()

Yes

()

No

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(d) Offers will be evaluated on a duty included basis except to the extent that--

(1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or

(2) The duty-free price is specified for use in the evaluation procedure.

(End of provision)

K-20

252.225-7006

BUY AMERICAN ACT-TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE

JUN/1997

(a) Definitions.

Caribbean Basin country end product, designated country end product, domestic end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Trade Agreements and the Buy American Act and Balance of Payments Program clauses of this solicitation.

(b) Evaluation.

Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, Caribbean Basin Country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications.

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Name of Offeror or Contractor:

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product (as defined in the Buy American Act and Balance of Payments Program clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as U.S. made end products but do not meet the definition of domestic end product:

(insert line item number) _____

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(insert line item number) (insert country of origin) _____

(iii) The offeror certifies that the following supplies qualify as designated country end products:

(insert line item number) (insert country of origin) _____

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(insert line item number) (insert country of origin) _____

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number) (insert country of origin) _____

(vi) The Offeror certifies that the following supplies are other nondesignated country end products.

(insert line item number) (insert country of origin) _____

(End of Provision)

K-21 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

() Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

() Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

K-22 52.204-7005 OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS NOV/1996

(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly

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solicitations, please provide the complete e-mail address below.

K-23 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as amended by a final EPA ruling in the December 10, 1993 issue of the Federal Register. The listing is reproduced below:

- a. chlorofluorocarbon-11 (CFC-11)
- b. chlorofluorocarbon-12 (CFC-12)
- c. chlorofluorocarbon-13 (CFC-13)
- d. chlorofluorocarbon-111 (CFC-111)
- e. chlorofluorocarbon-112 (CFC-112)
- f. chlorofluorocarbon-113 (CFC-113)
- g. chlorofluorocarbon-114 (CFC-114)
- h. chlorofluorocarbon-115 (CFC-115)
- i. chlorofluorocarbon-211 (CFC-211)
- j. chlorofluorocarbon-212 (CFC-212)
- k. chlorofluorocarbon-213 (CFC-213)
- l. chlorofluorocarbon-214 (CFC-214)
- m. chlorofluorocarbon-215 (CFC-215)
- n. chlorofluorocarbon-216 (CFC-216)
- o. chlorofluorocarbon-217 (CFC-217)
- p. halon-1211
- q. halon-1301
- r. halon-2402
- s. carbon tetrachloride
- t. methyl chloroform
- u. methyl bromide
- v. hydrobromofluorocarbons (HBFCs)

w. All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

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() have
() have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(2) Further, in our review of the specification or technical data package in this solicitation, we--

() have
() have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

K-24	52.232-4004 (TACOM)	UNIQUE PAYMENT SITE	OCT/1996
K-25	52.245-4004	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE	JAN/1991

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Name of Offeror or Contractor:

(TACOM)
The offeror represents that there:
 () is
 () is not
Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,
 () will
 () will not
 () may or may not (not finally determined as of the date of this offer)
be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: N/A

(End of provision)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR/1984
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	DEC/1991
L-8	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

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Name of Offeror or Contractor:

(c) Submit the cost portion of the proposal via the following electronic media: Excel.

(End of Provision)

L-9 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF AUG/1998
SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE
ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,
DOD 5010.12-L

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>

(End of provision)

L-10 52.216-1 TYPE OF CONTRACT APR/1984
The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation
(End of provision)

L-11 52.233-2 SERVICE OF PROTEST AUG/1996
(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command
ATTN: AMSTA-AQ, Protest Coordinator
Warren, MI 48397-5000

or

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-5680/617-4999
Voice number (703) 617-8176

The AMC-Level protest procedures are found at:

www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

(End of provision)

L-12 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/1998
(TACOM)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-99-R-S003 MOD/AMD</p>	<p style="text-align: right;">Page 58 of 65</p>
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Name of Offeror or Contractor:

(a) Policy:

A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest:

An AMC Protest may be filed with either, but not both:

1. the contracting officer designated in the solicitation for resolution of protests, or,
2. HQ, AMC at the address designated below.

(c) Election of Forum:

After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority:

The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest:

HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest:

HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Ave.
Alexandria, VA 22333-0001

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
www.amc.army.mil/amc/command_counsel/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

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(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies:

The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- a. terminate the contract;
- b. re-compete the requirement;
- c. issue a new solicitation;
- d. refrain from exercising options under the contract;
- e. award a contract consistent with statute and regulation;
- f. pay appropriate costs as stated in FAR 33.102(b)(2); and
- g. such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

L-13
52.211-4047
NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL
AUG/1994

(TACOM)
(NEGOTIATED)

(a) We intend to buy only new material. New material is not used, reconditioned, residual inventory or surplus material and is not so old or deteriorated as to impair its usefulness or safety. If you intend to offer other than new material, you must - as part of your offer:

(1) Provide a separate attachment describing the offered material. See FAR Provision 52.211-6, LISTING OF OTHER THAN NEW MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY.

(2) Identify which category the offered material falls under, either:

- a. NEW, UNUSED U.S. GOVERNMENT SURPLUS PROPERTY: Material produced under a U.S. Government contract and sold through the Defense Property Disposal Service (DPDS) as new surplus property.
- b. USED MATERIAL: Material that has been used and has not been reconditioned.
- c. RECONDITIONED MATERIAL: Defective material which has been corrected and brought up to specification before being offered to us.
- d. RESIDUAL INVENTORY: Inventory from a terminated Government contract.

(3) If you plan on providing new, unused U.S. Government surplus property, you must provide copies of the original sale documentation which shows:

- a. Year material was purchased.
- b. Depot sale number.
- c. Condition of material at time of sale.

Name of Offeror or Contractor:

(4) Include a statement that you have examined the item(s) and have determined that they meet the latest revision of the TDP. See the Schedule (Section 2).

(b) Also, we may require you to meet specific marking, inspection and testing requirements beyond those found in this solicitation. We'll negotiate these additional requirements with you before award and put them in any resulting contract.

* * *

L-14	52.215-4003	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES	FEB/1998
	(TACOM)	(NON-US POSTAL SERVICE MAIL)	

(a) Handcarried offers, including offers delivered by express delivery services, shall be submitted to the depository at:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-DSA
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

____(c) The external delivery envelope or wrapper must be marked with the solicitation number, date, and time of the bid opening or closing. Each envelope should contain only one offer.

(d) Directions to the TACOM Bid Lobby: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and enter the parking lot of the security building. Go into the security building and ask the guard for a bid lobby pass. Exit the security building parking lot by taking a right and then an immediate left. After about 100 feet, take another left and an immediate right into the building 231 parking lot. Find a visitor parking space and enter the building. Signs will direct you to the bid lobby.

(e) Business hours for the Bid Lobby are from 7:30 AM until 4:00 PM, Monday through Friday. All handcarried offers must be time-stamped by a Bid Lobby employee during business hours.

(f) Handcarried offers not addressed as directed above, which do not reach the Bid Lobby on time for the scheduled solicitation opening or closing, shall be determined to be late in accordance with FAR provision 52.215-1, Instructions to Offerors--Competitive Acquisitions, or FAR 52.214-7, Late Submissions, Modifications, and Withdrawals of Bids.

* * *

L-15	52.219-4003 (TACOM)	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS	JUN/1997
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(a) Procurement Technical Assistance Centers (PTACs).

The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit www.fedmarket.com/tecassis.html on the World Wide Web.

* * *

L-16 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON DEC/1997
 (TACOM)

(a) We have an Ombudsperson Office here at the U.S. Army Tank-automotive and Armaments Command (TACOM). Its purpose is to open another channel of communication with TACOM contractors.

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(b) If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

(c) The buyer's name, phone number and address are on the cover page of this solicitation.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. Agnes Holley. Her address and phone number are:

U.S. Army TACOM
AMSTA-CS-CO (Ms. Holley)
Warren, MI 48397-5000

(810) 574-5274

(e) If you contact Ms. Holley, please give her the following information

1. TACOM solicitation number;
2. Name of PCO;
3. Problem description;
4. Summary of your discussions with the buyer/PCO.

L.17 PROPOSAL PREPARATION AND SUBMITTAL

L.17.1 Proposal Content. Offerors are urged to examine this solicitation in its entirety to assure that their proposal contains all necessary information, provides all required documentation, and is complete in all respects. Evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. Every offeror must submit a written proposal.

The written proposal must be in the English language, and be priced in U.S. dollars. Subdivide the proposal into easily identifiable sections consisting of the Offer (Section 1), Technical (Section 2), and Past Performance/Small Business Participation (Section 3).

L.18 OFFER (SECTION 1)

L.18.1 Submit a completed Request for Proposal (RFP) Standard Form 1449, including the certifications, representations, and acknowledgements.

L.18.2 Provide a price for each priced Contract Line Item Number (CLIN) shown in Section B of the RFP.

L.19 TECHNICAL (SECTION 2)

L.19 Offerors must affirmatively represent that they understand the Government's requirements as described in the solicitation and that they can provide the government with a current Cargotec design of the Bridge Adapter Pallet.

L.20 PAST PERFORMANCE/SMALL BUSINESS PARTICIPATION (SECTION 3)

L.20 Element I--Historical Experience (Includes Past Small Business Participation). The offeror shall provide information on previous government contracts (prime and/or major subcontracts) which are currently on going or have been completed within the last three years which are in any way relevant to the effort required by this solicitation. Offerors shall address the information requested below (i.e. paragraphs a through l) with their proposal. Commercial contracts may be included if necessary. Reference contracts should demonstrate the Offeror's depth of experience and qualifications to perform the scope of work required under this RFP. Offerors may provide an additional four (4) referenced contracts for any major subcontractor. A "major subcontractor" is defined as one subcontractor with a total proposed amount of \$500,000 or more, including options.

- a. Prime Contract Number /Identify if you were /are Prime or Sub (P/S)
- b. Prime Contract Type

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- c. Program Title and specific detail of Description of Work Performed (include unique aspects.)
- d. PCO Name and Phone No.
- e. Government or commercial contracting activity technical representative, or COR, and telephone number.
- f. Government or commercial contracting activity, and the name and telephone number of the Administrative Contracting Officer (ACO).
- g. CAGE code and DUNS no. of you and significant subs.
- h. Narrative addressing past subcontracting with small business
- i. Award Price/Cost VS Final Price and Projected Final Price/Cost.
- j. Original Delivery Schedule VS Final Delivery Schedule.
- k. Narrative explanation describing objectives achieved, any price/cost growth or schedule delays encountered.

L.21 ELEMENT II- Small Business and Small Disadvantaged Business Plan

The offeror should develop and provide a Small Business and Small Disadvantaged Business Subcontracting Plan, or the information specified below, as a separate enclosure to the Past Performance information (Section 3), marked "Small and Small Disadvantaged Business Information".

- L.21.1 Subcontracting with small business and small disadvantaged businesses, WOSBs, HBCUs and MIs is also an evaluation factor for award and all offerors will be evaluated regardless of whether or not they are required by public law and the reference FAR and DFARS clauses to submit a Subcontracting Plan.
- L.21.2 If the offeror is not required to submit a Subcontracting Plan, by law, and the applicable clauses, then the offeror must describe the offeror?s participation in this acquisition whether as the prime contractor, joint venture or teaming arrangement.
- L.21.3 If the offeror is a small or small disadvantaged business, identify the dollar amount that is planned to be performed in-house. Identify the dollar amount that is planned to be subcontracted. Of the dollar amount that is planned to be subcontracted, identify the percentage goal to be subcontracted to small business and the percentage goal to be subcontracted to small disadvantaged businesses (including HBCUs, WOSBs and MIs). Provide a statement that indirect costs are either included in or excluded from the proposed goals and, if included, how they will be prorated.
- L.21.4 Describe the principal types of supplies and services to be subcontracted and identify the types that are planned for subcontracting to small and small disadvantaged business (including HBCUs, WOSBs and MIs).
- L.21.5 Describe the approach and efforts to be taken to maximize subcontracting with small and small disadvantaged business concerns, including methods of identifying and contracting those concerns; broadcasting opportunities to these concerns to participate in the acquisition; and planned efforts to broaden the offeror?s small and small disadvantaged business vendor base.
- L.21.6 Describe the offeror's commitment , during the previous 3 years, to subcontract with small business, small disadvantaged businesses, WOSBs, HBCUs, and MIs. Also, describe methods employed to promote small business utilization and internal methods used to monitor such utilization and offeror's history of timely payment to its subcontractor's.

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
M-2	52.247-47	EVALUATION--F.O.B. ORIGIN	APR/1984
M-3	52.247-4001 (TACOM)	METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS	FEB/1994

- (a) For the evaluation of this offer, we will use the lowest freight rates that are:
- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
 - on file or published by the date of bid opening (or by the closing date specified for requests for proposals), and
 - for the selected method of shipment, and
 - based upon the following freight classification:
- | | |
|-----------|--------------|
| UFC: 6000 | ITEM: 75225 |
| NMFC: 100 | ITEM: 150390 |

- (b) In addition to using the published freight rates for evaluation, we may use the rates granted specifically by the carriers to us under Section 10721 of the Interstate Commerce Act. These rates are on file at the offices of the Military Traffic Management Command (MTMC) listed below and are available for public inspection:
- | | |
|---|---|
| Commander, HQ, EAMTMC
ATTN: MTE-INP
Bayonne, NJ 07002 | Commander, HQ, WAMTMC
Military Ocean Terminal
Oakland, CA 94626 |
|---|---|

M-4	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	NOV/1993
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- (a) We'll award a contract to the offeror that:
1. submits the lowest evaluated bid or offer, and
 2. submits a bid or proposal that meets all the material requirements of this solicitation, and
 3. meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
1. arrange a visit to your plant and perform a preaward survey;
 2. ask you to provide financial, technical, production, or managerial background information.

- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.
- (d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

M-5	52.246-4039 (TACOM)	PRICE EVALUATION FACTOR: SUBSTITUTION OR DELETION OF GOVERNMENT QUALITY TESTING	FEB/1998
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- (a) Per the Section E clause, Substituting Commercial Test Results for Required Contract Tests, you may request that we (i) delete all or some of the Government or contractor conducted tests required by the contract resulting from this solicitation; or (ii) substitute commercial testing procedures for specific Government requirements.
- (b) Please note that the price you enter in Section B of this solicitation must include all testing requirements which are included in the item's technical data package or specifications.
- (c) Along with your request for deletion or substitution, you may submit an alternate price, which reflects the price you would charge for contract items if you manufacture them without the specific testing requirements.
- (d) If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll

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Name of Offeror or Contractor:

evaluate your offer at the price you indicated in Section B of the solicitation. No adjustments will be made to the price after contract award.

M.6 BASIS OF AWARD

M.6.1 We will evaluate all proposals in response to this solicitation using source selection procedures. The Government will determine the technical acceptability of proposals submitted, then weigh the merits of each offeror's past performance and planned small business participation against their offered prices. The area of price is more important than the area of past performance, and the area of past performance is more important than the area of planned small business participation. The advantages and disadvantages of each proposal shall be considered in selecting the offer which meets all solicitation requirements, and which represents the best value to the Government. We will award a single production contract.

M.7 EVALUATION AND AWARD

M.7.1 This procurement is divided into 2 distinct stages:

(1) The first stage will be a technical assessment of the offeror's ability to provide a Cargotec-based design. It will be conducted on an acceptable/unacceptable basis. Only those proposals found to be acceptable under Stage 1 of the evaluation will be considered in Stage 2.

(2) The second stage of the evaluation will weigh past performance and planned small business participation against price for those proposals the Government determines to be acceptable under Stage 1. If the offeror whose proposal is evaluated as the low-priced offer is given an "excellent/low risk" rating in the past performance area, no further evaluation will be conducted, and an award will be made accordingly.

M.7.2 The following are instances where proposals may be determined unacceptable, and, therefore, rejected:

M.7.2.1 Any proposal which is unrealistic in terms of technical or schedule commitments.

M.7.2.2 Proposals which merely offer to perform work in accordance with the contract.

M.7.2.3 Proposals which fail to present more than a statement indicating their capability to compliance with technical requirements.

M.8 SPECIFIC EVALUATION CRITERIA

M.8.1 TECHNICAL AREA

The basis of the Government's technical assessment will rest on the offeror's ability to provide a Cargotec-based design. Evidence of the offeror's ability to do so might include licensing agreements with Cargotec. The technical evaluation will result in the Government's determination that each offer is either acceptable or unacceptable. Those offers determined to be technically unacceptable will be rejected without further consideration.

M.8.2 PRICE AREA

This evaluation will consider the total evaluated price of each offer, including transportation costs. It will use the sum of the following quantities:

1st Program Year:	90 each
2nd Program Year:	18 each
3rd Program Year:	35 each
Total	143 each

M.8.3 The price of any contract awarded under this source selection procedure must be determined reasonable by the PCO in accordance with the FAR. If the PCO concludes that some degree of cost analysis is required to make the determination, he may refer to FAR Part 15 for guidance. If a proposed price can not be determined reasonable, that offeror will not be considered for award.

M.8.4 The price of any contract awarded under this source selection procedure must also be affordable; that is, the Government must have sufficient funding available to award the contract.

M.9 PAST PERFORMANCE AREA/SMALL BUSINESS PARTICIPATION AREA (See attachments 6 & 7 for Rating Scheme for Past Performance and Small Business Participation Adjectival Scale)

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Past performance is significantly more important than small business participation.

M.9.1 The Government will assess the likelihood each offeror successfully performing the solicitation's requirements. To do this, the Government will use data obtained from other sources, as well as data provided in the proposal, to arrive at an adjectival rating as set forth at Enclosure 2 . Recent, relevant Government and commercial contracts will be examined.

a. Recent contracts are those with any performance taking place approximately within the three years previous to the date this solicitation was issued.

b. Relevant contracts are those which are similar in scope to the requirements of this solicitation. Each past contract does not have to meet all of the following criteria to be considered relevant, but we will be interested especially in those contracts that included: a) similar technology; b) military unique or custom work for commercial customers; and, c) volume production.

There are no separate elements or factors in this area. The evaluation will consider each offeror's record of quality; adherence to delivery schedule; and, responsiveness and commitment to customer satisfaction, but a significant achievement or problem in any aspect of the work examined can become an important consideration in the source selection process. A negative finding in any aspect of performance may result in a high performance risk rating.

The lack of any relevant data will be considered neutral in assessing the offeror's advantages to the Government. Offerors are advised, however, that a neutral rating may become an important consideration in the event that two or more proposals are otherwise adjudged equal. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors. NOTE: The Government does not assume the duty to search for data to cure problems it finds in submitted proposals.

M.10 SMALL BUSINESS PARTICIPATION AREA

The Government will evaluate the extent to which offerors (both large and small businesses) identify and commit to small business, small disadvantaged business, woman-owned small business, and historically black college and university/minority Institution (HBCU/MI) participation in the contract, whether as the contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. The evaluation will use an adjectival rating as set forth at Enclosure 3, and it will include the following:

(1) the extent to which the proposal specifically identifies SBs, SDBs, WOSBs, and HBCU/MIs, the specific items/services they will furnish, and the estimated dollar value of their participation, including the participation of the offeror itself, if it is a small business;

(2) the extent of participation of such concerns in terms of dollar value or complexity of the work;

(3) an assessment of the risk of the offeror's actually attaining the involvement of small business concerns as proposed, by evaluating the performance over the past three calendar years of the offeror in complying with the requirements of FAR 52.219-8, Utilization of Small Business and Small Disadvantaged Business Concerns.

(4) For offerors that are large businesses, the Government will also evaluate compliance with the requirements of FAR 52.219-9, Small Business and Small Disadvantaged Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its performance will be evaluated against the requirements of 52.219-8 only.

(5) Firms outside of the U.S. will receive a neutral rating.

*** END OF NARRATIVE M001 ***

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO/DEL AS6043 TACOM 01-MAR-98 EXECUTIVE SUMMARY - ALTERNATE 1

CHANGED AS6046 TACOM 01-MAR-98 EXECUTIVE SUMMARY -REQUIREMENTS CONTRACT SOLICITATION

- (a) REQUIREMENTS. The U.S. Army Tank-automotive and Armaments Command is soliciting offers to supply the following items:

Quantity: Estimated 3 year quantity (maximum): 227

NSN: 3990-01-442-1939

Item Name: Bridge Adapter Pallet (BAP)

Description: The BAP is used to adapt the M1977 Common Bridge Transporter (CBT) for transport of Combat Engineer bridge equipment. The BAP is also compatible with the Palletized Load System and is transloadable to/from the PLS trailer.

- (b) UNIQUE ASPECTS OF THIS SOLICITATION:

- (1) Notice of Requirements Contract

This solicitation is for a 3 year Requirements Contract, rather than the usual single year contract. Under the Requirements Contract arrangement, TACOM guarantees to place all requirements arising during the contract term as delivery orders under the contract, so long as such requirements fall within the specified minimum and maximum order quantities described herein.

- (2) Other significant aspects or features of the solicitation:
Sections L and M, Selection Criteria.

- (c) NOTICE REGARDING FILL-INS:

Please note that this solicitation contains several clauses and provisions which require you to complete a fill-in or representation. If you don't complete these fill-ins, your offer may be determined ineligible for award. So please be careful to read and complete each such clause and provision.

- (d) NOTICE REGARDING CAGE CODE:

DFARS provision 252.204-7001 requires you to include your Commercial and Government Entity (CAGE) code in block 15A on page one (1) of this solicitation, along with your name and address. If it will not fit in the space provided in block 15A please insert it here: _____

- _____(e) OTHER KEY FEATURES OR REQUIREMENTS OF THIS SOLICITATION:

- (1) Required Copies in Response to This Solicitation:

To be considered for award, you must return one signed original of your offer, completed and properly executed, by the time and date shown in Block 9 of the Standard Form 33 (SF33).

- (2) Notice Regarding Handcarried Offers:

In addition, please make certain to follow the instructions in the provision entitled HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS DELIVERY SERVICES (NON-U.S. POSTAL SERVICE MAIL) in Section L. Offers MUST identify this solicitation number on the face of the mailing or delivery wrapper, and MUST be addressed to Bid Opening (AMSTA-AQ-DSAB), NOT to the buyer.

- (3) Notice of 9-Digit ZIP Code:

Please note that the TACOM Bid Opening Office has been assigned a special 9-digit ZIP code of 48397-0001. This 9-digit ZIP code applies only for correspondence and bids/offers addressed to Bid Opening (Block 8 of SF33). Correspondence addressed to any other office at TACOM should cite TACOM's regular 9-digit ZIP code of 48397-5000.

- (4) Required Notification to Subcontractors:

If awarded the contract, you should advise all potential suppliers and subcontractors of the DO/DX Rating assigned to orders resulting from your subcontracts. The Rating can be found next to Block 1 on the first line of the SF33.

- (5) Set-Aside Information:

Solicitation is restricted to contractors who can provide a Cargotec-based design.

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(6) Notice Regarding Bar-Code Marking:

Please note that a requirement for bar-code marking and labeling applies to shipments made under the contract/order that will result from this solicitation. Refer to the clause entitled BAR-CODE MARKING REQUIREMENTS in Sections 4 or 5 of this solicitation. You must consider the cost of such bar-coding requirements when preparing your offer in response to this solicitation.

(7) Acknowledgment of Amendments:

Please acknowledge any amendments to this solicitation in the space provided in Block 14 of the SF33. Include the number and date of each amendment. Acknowledgment of all amendments received is important because failure to do so may make your offer ineligible for award.

(8) Question/Problem Resolution:

Routine questions regarding this solicitation should be directed to the buyer identified in Block 10 of the SF33. If you have more serious concerns, please seek resolution with the contracting officer. Additional sources of information can be found in the following provisions in Section L: NOTICE OF TACOM OMBUDSPERSON, and HQ AMC-LEVEL PROTEST PROGRAM.

(f) Inconsistencies Between the Executive Summary and the Solicitation:

This executive summary has been prepared as an aid to you, the potential offeror. We have made every attempt to accurately reflect the requirements and information contained in the balance of this solicitation. However, if you find any inconsistency between this executive summary and the solicitation, please contact the buyer identified in Block 10 of the cover page.

(End)

ADDED	AS7316	52.214-4003 (TACOM)	01-MAR-98	ALL OR NONE
AUTO	AS7311	52.204-4006 (TACOM)	01-DEC-97	TACOM'S ACQUISITION CENTER HOME PAGE ON THE WORLD-WIDE WEB
ADDED	AS7004	52.247-4020 (TACOM)	01-FEB-98	NOTICE -- FAR FOB ORIGIN CLAUSE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

AUTO	BS7020	52.229-4000 (TACOM)	01-OCT-93	APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO	CS7947	TACOM	01-JUL-95	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-L-61002 TO ELIMINATE USE OF CIODS
AUTO	CS7948	TACOM	01-JUL-95	SUPPLEMENTAL STATEMENT OF WORK: TAILORING OF MIL-STD-129 TO ELIMINATE USE OF CIODS
AUTO	CS7200	252.239-4001 (TACOM)	01-NOV-98	YEAR 2000 (Y2K) COMPLIANCE

SECTION D - PACKAGING AND MARKING

ADDED	DS7041	52.247-4003 (TACOM)	01-OCT-97	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS THROUGH THE DEFENSE TRANSPORTATION SYSTEM (DTS) FROM OCONUS CONTRACTOR FACILITIES (F.O.B. ORIGIN)
AUTO/DEL	DS7005	52.211-4013	01-FEB-97	BAR CODE MARKING

SECTION E - INSPECTION AND ACCEPTANCE

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AUTO	EF0195	52.246-2	01-AUG-96	INSPECTION OF SUPPLIES--FIXED-PRICE
AUTO	EF0181	52.246-16	01-APR-84	RESPONSIBILITY FOR SUPPLIES
CHANGED	EF6006	52.209-4	01-JAN-97	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))

(a) The Contractor shall deliver 2 unit(s) of Contract Line Item 0001AA within 105 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section 4, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government. the Government at the following address:
Yuma Proving Ground, Arizona (2 ea)

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.
(End of clause)

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (h) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

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(End of addendum)

CHANGED ES6301 52.209-4000 01-FEB-98 NOTICES REGARDING FIRST ARTICLE TEST REQUIREMENT
(TACOM)

(a) The approved First Article item(s), as described elsewhere in Section C or E of this contract, will not be consumed or destroyed in testing. (Where the approved First Article quantity will be consumed or destroyed in testing, it shall not be delivered as part of the contractually required quantity as set forth in the Schedule. The cost of the supplies so consumed or destroyed shall be included in the overall offer or contract price.)

(b) The approved First Article item(s) will serve as a manufacturing standard. (If the approved First Article quantity will serve as a manufacturing standard, it may be delivered as part of the contractual quantity with the last scheduled shipment as provided in Section B or F of the contract.)

CHANGED ES6045 52.246-4016 01-OCT-97 END ITEM FINAL INSPECTION RECORD
(TACOM)

In accordance with data item(s) L009 the contractor shall prepare and distribute a Final Inspection Record (FIR) for each vehicle under the contract. The FIR shall list each vehicle characteristic or function to be inspected from the vehicle specification along with any changes thereto made elsewhere in the contract. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be submitted to the DCMC-assigned QAR for review a minimum of 30 days prior to FPVI or First Article Evaluation. The QAR will make his recommendation, and will forward the FIR to USATACOM, AMSTA-TR-E/HTV, for review and final approval. No vehicle, including the First Production Vehicle Inspection (FPVI) unit, shall be offered to the Government for inspection and acceptance prior to completion of the FIR. The FIR shall be made available for Government inspection along with the vehicle.

(End of clause)

CHANGED ES6341 52.246-4024 01-SEP-92 SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS
(TACOM)

1. GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract, under the following conditions:

a. You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:

b. You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item meets the contract requirements.

2. HOW TO SUBMIT A TEST DELETION REQUEST.

a. BEFORE CONTRACT AWARD - Submit your request along with your bid or proposal. Make sure that your bid or proposal includes an alternate price (that reflects how your basic price would change if we approved your request).

b. AFTER CONTRACT AWARD - Send your requests to (USA TACOM, Warren, MI 48397-5000, ATTN: AMSTA-AQ-SAA, Mary Rehm) at least 45 days before you're scheduled to make delivery of the affected end item.

c. ALL REQUESTS MUST -

- (1) identify the test(s) you want deleted;
- (2) state the basis for your request;
- (3) include a list of configuration changes made;
- (4) demonstrate that you meet the conditions in paragraph 1a or 1b above;
- (5) include proposed amount of equitable adjustment (if change is requested after award)

3. SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with this data if we ask for it.

4. CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price, under the Changes clause of this contract.

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ADDED	ES7855	TACOM	01-SEP-92	SUPPLEMENTAL STATEMENT OF WORK: FASTENER QUALITY ASSURANCE REQUIREMENTS
ADDED	ES7446	52.211-4016 (TACOM)	01-SEP-96	TT-C-490, TYPE 1, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC
ADDED	ES7341	52.246-4024 (TACOM)	01-JAN-95	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS
ADDED	ES7444	52.246-4025, ALT I (TACOM)	01-OCT-97	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT (NEW DESIGN/DESIGN CONTROL/COMPLEX OR CRITICAL ITEM)
ADDED	ES7001	52.246-4028 (TACOM)	01-FEB-94	INSPECTION POINT: ORIGIN
ADDED	ES7002	52.246-4029 (TACOM)	01-FEB-98	ACCEPTANCE POINT: ORIGIN
ADDED	ES7161	52.211-4030 (TACOM)	01-MAY-89	SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES
ADDED	ES7042	52.246-4048 (TACOM)	01-NOV-82	DRAWINGS FOR INSPECTION

SECTION F - DELIVERIES OR PERFORMANCE

AUTO	FF0001	52.242-17	01-APR-84	GOVERNMENT DELAY OF WORK
ADDED	FF0004	52.247-29	01-JUN-88	F.O.B. ORIGIN
ADDED	FF0033	52.247-55	01-APR-84	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
ADDED	FF0034	52.247-58	01-APR-84	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
ADDED	FF0035	52.247-59	01-APR-84	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS
AUTO/DEL	FS6001	52.242-4000 (TACOM)	01-FEB-98	REQUIRED DELIVERY SCHEDULE
CHANGED	FS6468	52.242-4006 (TACOM)	01-JAN-97	DELIVERY SCHEDULE FOR DELIVERY ORDERS

Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(a) Start deliveries 105 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(1) You'll deliver a minimum of 6 units every 30 days;

(2) You'll deliver a maximum of 15 units every 30 days.

(b) You can deliver more than the maximum number of units every thirty days:
at no additional cost to the Government and if the Procuring Contracting Officer approves it.

(c) Individual delivery order quantities will not exceed the maximums specified in the Section H clause DELIVERY ORDER LIMITATIONS.

CHANGED	FS6107	52.242-4010	01-FEB-97	DESIRED AND REQUIRED TIME OF DELIVERY FOR DELIVERY ORDERS
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(a) DEFINITIONS:

CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

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REQ'D means the number of days after receipt of a delivery order when you MUST deliver the first quantity (QTY) of supplies under this contract.

DESIRED means the number of days after receipt of a delivery order when we would PREFER you to begin deliveries. The DESIRED schedule involves fewer days after the date of each delivery order than the REQ'D schedule does.

QTY means the quantity of items you must deliver to the Government per month, starting at the REQ'D (or, if appropriate, starting at the DESIRED or PROPOSED) time after you receive a delivery order, and continuing every 30 days thereafter if necessary.

PROPOSED is an optional offeror fill-in, for the number of days after receipt of each delivery order when you propose to start delivery of the ordered quantity, at the per-month rate identified in the QTY column. You don't have to enter a number of days in the PROPOSED column unless you do not agree to the DESIRED delivery schedule in paragraph (b) below.

(b) TACOM's required and desired schedules for this acquisition appear immediately below.

CLIN	REQ'D	DESIRED	QTY	PROPOSED
0002AA	15 per mo		15 per mo	90

(c) Unless otherwise specified in an individual delivery order, if we order any quantity less than QTY from paragraph (b) above, the entire quantity will be due in one shipment, using the delivery schedule determined per paragraph (b) above.

(d) Unless otherwise specified in an individual delivery order, if we order any quantity greater than QTY from paragraph (b) above, you may delivery in increments rather than all at once. You will owe delivery of the first increment based on a schedule per paragraph (b) above, for a quantity at least equal to QTY from paragraph (b). Delivery of remaining increments will be due every 30 days thereafter, either for QTY from paragraph (b) above or for the appropriate fraction of it, if the quantity remaining to be delivered is less than QTY. For example, if QTY is 100, the delivery schedule is 120 days, and on January 1 we issued delivery order #1 for 350 items, you would owe deliveries as follows:

100 each by May 1st (120 days after the date of the order);
 100 each by June 1st (150 days after the date of the order);
 100 each by July 1st (180 days after the date of the order); and
 50 each by August 1st (210 days after the date of the order).

(e) PROPOSAL BASED ON THE REQ'D SCHEDULE. If you cannot perform to the DESIRED schedule identified above, but can perform to the REQUIRED delivery schedule, and your proposal is based on meeting the REQUIRED schedule, then copy the number shown in the REQ'D column into the PROPOSED column in paragraph (b) above.

(f) PROPOSAL BASED ON THE DESIRED SCHEDULE. If you can perform to the DESIRED schedule identified above, and your proposal is based on meeting this schedule, then either you can make no entry at all in paragraph (b) above, or you can copy the number shown in the DESIRED column into the PROPOSED column in paragraph (b) above.

(g) UNIQUE PROPOSAL. If your proposal is based on a delivery schedule different from the REQUIRED or the DESIRED delivery schedules in paragraph (b) above, you must write your proposed delivery schedule in the PROPOSED column in paragraph (b) above. Note that proposing a unique delivery schedule won't prejudice your offer. However, if you propose a delivery schedule longer than the REQUIRED schedule in paragraph (b) above, we will consider your proposal for award only if it is the only proposal we receive.

(h) EVALUATION: If you have not written anything in the PROPOSED column in paragraph (b) above, we will interpret your proposal as accepting the DESIRED delivery schedule given in paragraph (b). If you are selected for contract award, you will be required to perform to the DESIRED delivery schedule. If you have written a specific delivery schedule in the PROPOSED column, any award to you will require performance to the delivery schedule you proposed.

(i) If we issue delivery orders whose performance periods overlap, you won't be required to deliver a total per-month quantity that exceeds your maximum monthly shipment rate from paragraph (j) below. If we issue overlapping orders that would require you to exceed your maximum monthly shipment quantity, delivery of orders issued later will be deferred until you have finished delivering earlier-issued orders and can begin on the later orders(s) without exceeding your maximum monthly shipment rate. (For example, using the illustration from paragraph (d) above, assume your maximum monthly shipment quantity were 100 units, and we issued delivery order #2, for another 75 units, on March 1st. Since delivery is due 120 days after the order, you normally would owe delivery of those 75 units on July 1st. But you already would owe us 100 units from order #1 on July 1, and 100 units is your maximum monthly shipment quantity in this example. So your delivery under order #2 would be deferred from July until August, since in August you are required to ship only the last 50 units from order #1. In August, therefore, you would owe us the last 50 units from order #1, and the first 50 units from order #2.)

(j) MAXIMUM MONTHLY QUANTITY. Please tell us, below, the maximum quantity of each contract item you will be able to ship each month if you receive the contract and we issue delivery orders whose performance periods overlay. Note that if you propose

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a maximum monthly delivery quantity less than QTY from paragraph (b) above, we will consider your proposal for award only if it is the only proposal we receive. If you make no entry below, your maximum monthly shipment quantity will be set at double the QTY figure from paragraph (b) above.

If awarded a contract, this company will be able to ship up to the following maximum quantity of contract items per month during the life of the resulting contract:

CLIN	MAXIMUM MONTHLY SHIPMENT QUANTITY
0002.....	_____

(list as
necessary)

AUTO	FF7030	52.211-16	01-APR-84	VARIATION IN QUANTITY
ADDED	FS7446	52.247-4005 (TACOM)	01-OCT-94	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT
AUTO	FS7003	52.247-4017 (TACOM)	01-APR-85	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ADDED	HF0020	52.232-16	01-JUL-91	PROGRESS PAYMENTS
AUTO	HA0804	252.205-7000	01-DEC-91	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	HA0873	252.231-7000	01-DEC-91	SUPPLEMENTAL COST PRINCIPLES
AUTO	HA0871	252.246-7000	01-DEC-91	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO	HA0853	252.225-7001	01-JAN-94	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
ADDED	HA0805	252.246-7001	01-DEC-91	WARRANTY OF DATA
ADDED	HA0802	252.203-7002	01-DEC-91	DISPLAY OF DOD HOTLINE POSTER
AUTO	HA0830	252.225-7002	01-DEC-91	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	HA0859	252.249-7002	01-DEC-96	NOTIFICATION OF ANTICIPATED PROGRAM TERMINATION OR REDUCTION
ADDED	HA0523	252.232-7004	01-FEB-96	DOD PROGRESS PAYMENT RATES
ADDED	HA0809	252.242-7004	01-SEP-96	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
ADDED	HA0879	252.225-7007	01-JUN-97	TRADE AGREEMENTS
AUTO	HA0818	252.225-7009	01-JAN-97	DUTY-FREE-ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES
ADDED	HA0816	252.225-7010	01-JAN-97	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS
ADDED	HA0390	252.227-7036	01-JAN-97	DECLARATION OF TECHNICAL DATA CONFORMITY
ADDED	HA0392	252.227-7037	01-NOV-95	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
CHANGED	HF6050	52.216-18	01-OCT-95	ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 3 program years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

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(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CHANGED HF6051 52.216-19 01-OCT-95 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 18, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 90.

(2) Any order for a combination of items in excess of 90.

(3) A series of orders from the same ordering office within 105 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CHANGED HF6053 52.216-21 01-OCT-95 REQUIREMENTS

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

(End of clause)

AUTO HS7301 52.246-4026 01-SEP-98 LOCAL ADDRESSES FOR DD FORM 250
(TACOM)

SECTION I - CONTRACT CLAUSES

AUTO IF0001 52.202-1 01-OCT-95 DEFINITIONS

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AUTO	IF0076	52.222-1	01-FEB-97	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0062	52.226-1	01-SEP-96	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
AUTO	IF0333	52.227-1	01-JUL-95	AUTHORIZATION AND CONSENT
AUTO	IF0118	52.232-1	01-APR-84	PAYMENTS
AUTO	IF0136	52.233-1	01-OCT-95	DISPUTES
AUTO	IF0147	52.243-1	01-AUG-87	CHANGES--FIXED-PRICE
AUTO	IF0162	52.244-1	01-OCT-97	SUBCONTRACTS (FIXED-PRICE CONTRACTS)
ADDED	IF0229	52.247-1	01-APR-84	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND
AUTO	IF0231	52.248-1	01-MAR-89	VALUE ENGINEERING --the Contractor shall submit an original and NINE copies of each VE proposal submitted in response to this clause
AUTO	IF0651	52.253-1	01-JAN-91	COMPUTER GENERATED FORMS
AUTO	IF0022	52.215-2	01-AUG-96	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0093	52.223-2	01-APR-84	CLEAN AIR AND WATER
AUTO	IF0334	52.227-2	01-AUG-96	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0113	52.230-2	01-APR-98	COST ACCOUNTING STANDARDS
ADDED	IF0171	52.245-2	01-DEC-89	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
AUTO	IF0241	52.249-2	01-SEP-96	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0004	52.203-3	01-APR-84	GRATUITIES
ADDED	IF0094	52.223-3	01-JAN-97	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
AUTO	IF0109	52.229-3	01-JAN-91	FEDERAL, STATE, AND LOCAL TAXES
ADDED	IF0115	52.230-3	01-APR-98	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.
AUTO	IF0349	52.233-3	01-AUG-96	PROTEST AFTER AWARD
AUTO	IF0772	52.204-4	01-JUN-96	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0005	52.203-5	01-APR-84	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0015	52.211-5	01-OCT-97	MATERIAL REQUIREMENTS
AUTO	IF0111	52.229-5	01-APR-84	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
AUTO	IF0165	52.203-6	01-JUL-95	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0964	52.209-6	01-JUL-95	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0295	52.223-6	01-JAN-97	DRUG FREE WORKPLACE
ADDED	IF0211	52.229-6	01-JAN-91	TAXES--FOREIGN FIXED-PRICE CONTRACTS

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AUTO	IF0114	52.230-6	01-APR-96	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0008	52.203-7	01-JUL-95	ANTI-KICKBACK PROCEDURES
AUTO	IF0161	52.243-7	01-APR-84	NOTIFICATION OF CHANGES
AUTO	IF0314	52.203-8	01-JAN-97	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0276	52.215-8	01-OCT-97	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
AUTO	IF0069	52.219-8	01-JUN-97	UTILIZATION OF SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS CONCERNS
AUTO	IF0123	52.232-8	01-MAY-97	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0250	52.249-8	01-APR-84	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0070	52.219-9	01-AUG-98	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0361	52.227-9	01-APR-84	REFUND OF ROYALTIES
ADDED	IF0124	52.232-9	01-APR-84	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF0723	52.203-10	01-JAN-97	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
ADDED	IF0097	52.225-10	01-APR-84	DUTY-FREE ENTRY
ADDED	IF0144	52.242-10	01-APR-84	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE
ADDED	IF0028	52.215-11	01-OCT-97	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
AUTO	IF0098	52.225-11	01-AUG-98	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0127	52.232-11	01-APR-84	EXTRAS
AUTO	IF0023	52.203-12	01-JUN-97	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0146	52.242-12	01-JUL-95	REPORT OF SHIPMENT (REPSHIP)
ADDED	IF0030	52.215-13	01-OCT-97	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
AUTO	IF0142	52.242-13	01-JUL-95	BANKRUPTCY
AUTO	IF0831	52.215-14	01-OCT-97	INTEGRITY OF UNIT PRICES
AUTO	IF0017	52.211-15	01-SEP-90	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0777	52.219-16	01-AUG-98	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0128	52.232-17	01-JUN-96	INTEREST
ADDED	IF0193	52.245-19	01-APR-84	GOVERNMENT PROPERTY FURNISHED AS-IS
AUTO	IF0081	52.222-20	01-DEC-96	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0133	52.232-23	01-JAN-86	ASSIGNMENT OF CLAIMS
AUTO	IF0226	52.246-23	01-FEB-97	LIMITATION OF LIABILITY
AUTO	IF0362	52.232-25	01-MAY-97	PROMPT PAYMENT
AUTO	IF0082	52.222-26	01-APR-84	EQUAL OPPORTUNITY

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AUTO	IF0083	52.222-28	01-APR-84	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
AUTO	IF0703	52.232-33	01-AUG-96	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
AUTO	IF0085	52.222-35	01-APR-98	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IF0087	52.222-36	01-JUN-98	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-APR-98	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
AUTO	IA0893	252.209-7000	01-NOV-95	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
AUTO	IA0897	252.215-7000	01-DEC-91	PRICING ADJUSTMENTS
ADDED	IA0934	252.229-7000	01-JUN-97	INVOICES EXCLUSIVE OF TAXES OR DUTIES
ADDED	IA0860	252.242-7000	01-DEC-91	POSTAWARD CONFERENCE
AUTO	IA0408	252.244-7000	01-FEB-97	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
AUTO	IA0280	252.203-7001	01-JUN-97	SPECIAL PROHIBITION ON EMPLOYMENT
AUTO	IA0818	252.243-7001	01-DEC-91	PRICING OF CONTRACT MODIFICATIONS
ADDED	IA0411	252.245-7001	01-MAY-94	REPORTS OF GOVERNMENT PROPERTY
ADDED	IA0888	252.215-7002	01-DEC-91	COST ESTIMATING SYSTEM REQUIREMENTS
AUTO	IA0821	252.204-7003	01-APR-92	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0872	252.219-7003	01-APR-96	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
ADDED	IA0890	252.242-7003	01-DEC-91	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
AUTO	IA0666	252.232-7006	01-AUG-92	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD
ADDED	IA0937	252.232-7008	01-JUN-97	ASSIGNMENT OF CLAIMS (OVERSEAS)
AUTO	IA0828	252.225-7012	01-FEB-97	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0885	252.225-7014	01-FEB-97	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1--FEB 1997)
AUTO	IA0829	252.225-7016	01-JUN-97	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
ADDED	IA0624	252.227-7016	01-JUN-95	RIGHTS IN BID OR PROPOSAL INFORMATION
ADDED	IA0625	252.227-7017	01-JUN-95	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
AUTO	IA0852	252.225-7025	01-JUN-97	RESTRICTION ON ACQUISITION OF FORGINGS
AUTO	IA0812	252.225-7026	01-NOV-95	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	IA0654	252.225-7031	01-JUN-92	SECONDARY ARAB BOYCOTT OF ISRAEL
ADDED	IA0932	252.225-7041	01-JUN-97	CORRESPONDENCE IN ENGLISH
ADDED	IA0933	252.225-7042	01-JUN-97	AUTHORIZATION TO PERFORM

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AUTO/CHANGE IF6215 52.215-21 01-OCT-97 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST
OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

(2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Excel.

(End of clause)

AUTO/DEL IA6836 252.219-7005 01-NOV-95 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL

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DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND
UNIVERSITIES, AND MINORITY INSTITUTIONS

AUTO	IF7165	52.203-6	01-JUL-95	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF7238	52.244-6	01-OCT-95	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
AUTO	IF7262	52.252-6	01-APR-84	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IF7405	52.223-11	01-JUN-96	OZONE-DEPLETING SUBSTANCES
ADDED	IA7848	252.248-7000	01-MAY-94	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS
AUTO	IA7622	252.204-7004	01-MAR-98	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA7529	252.232-7009	01-JUN-98	PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR)
AUTO	IA7807	252.247-7023	01-NOV-95	TRANSPORTATION OF SUPPLIES BY SEA

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA0221	252.209-7001	01-MAR-98	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
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AUTO/CHANGE	KF6230	52.219-1	01-OCT-98	SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATE I (OCT 1998)
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(a) (1) The standard industrial classification (SIC) code for this acquisition is 3715.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is,
() is not
a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is,
() is not
a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is
() is not
a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

___ () Black American.

___ () Hispanic American.

___ () Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ () Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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____ () Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ () Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

AUTO	KF7018	52.223-1	01-APR-84	CLEAN AIR AND WATER CERTIFICATION
AUTO	KF7025	52.230-1	01-APR-98	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
AUTO	KF7100	52.203-2	01-APR-85	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
AUTO	KF7070	52.204-3	01-JUN-97	TAXPAYER IDENTIFICATION
AUTO/DEL	KF7095	52.207-4	01-AUG-87	ECONOMIC PURCHASE QUANTITY -- SUPPLIES
AUTO	KF7007	52.215-4	01-OCT-97	TYPE OF BUSINESS ORGANIZATION
AUTO	KF7730	52.204-5	01-OCT-95	WOMEN-OWNED BUSINESS
AUTO	KF7400	52.209-5	01-MAR-96	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO	KF7733	52.204-6	01-APR-98	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	KF7009	52.215-6	01-OCT-97	PLACE OF PERFORMANCE
ADDED	KF7303	52.227-6	01-APR-84	ROYALTY INFORMATION
AUTO	KF7223	52.203-11	01-APR-91	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN

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FEDERAL TRANSACTIONS

AUTO	KF7015	52.222-21	01-APR-84	CERTIFICATION OF NONSEGREGATED FACILITIES
AUTO	KF7016	52.222-22	01-APR-84	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7017	52.222-25	01-APR-84	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KF7369	52.247-60	01-DEC-89	GUARANTEED SHIPPING CHARACTERISTICS
AUTO	KF7008	52.215-4010 (TACOM)	01-JAN-98	AUTHORIZED NEGOTIATORS
AUTO/DEL	KA7850	252.225-7000	01-DEC-91	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7800	252.225-7003	01-AUG-92	INFORMATION FOR DUTY-FREE ENTRY EVALUATION
ADDED	KA7851	252.225-7006	01-JUN-97	BUY AMERICAN ACT-TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO	KA7806	252.247-7022	01-AUG-92	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7151	52.223-4002 (TACOM)	01-DEC-93	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
AUTO	KS7303	52.232-4004 (TACOM)	01-OCT-96	UNIQUE PAYMENT SITE
AUTO	KS7279	52.245-4004 (TACOM)	01-JAN-91	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE
AUTO	KS7413	52.204-7005 (TACOM)	01-NOV-96	OFFEROR'S DATAFAX NUMBER AND E-MAIL ADDRESS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ADDED	LF0043	52.232-13	01-APR-84	NOTICE OF PROGRESS PAYMENTS
AUTO	LF0106	52.211-14	01-SEP-90	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
AUTO	LF0373	52.215-16	01-OCT-97	FACILITIES CAPITAL COST OF MONEY
AUTO	LF0040	52.222-24	01-APR-84	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
AUTO	LF0009	52.214-34	01-APR-91	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-91	SUBMISSION OF OFFERS IN U.S. CURRENCY
AUTO	LA0842	252.204-7001	01-DEC-91	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
AUTO/CHANGE	LF6204	52.215-20	01-OCT-97	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting officer.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate

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for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Excel.

(End of Provision)

AUTO	LF7611	52.216-1	01-APR-84	TYPE OF CONTRACT
AUTO	LF7104	52.211-2	01-AUG-98	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
AUTO	LF7300	52.233-2	01-AUG-96	SERVICE OF PROTEST
AUTO	LM7015	52.233-4001 (TACOM)	01-MAY-98	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7040	52.233-4000 (TACOM)	01-DEC-97	NOTICE REGARDING TACOM OMBUDSPERSON
AUTO	LS7001	52.215-4003 (TACOM)	01-FEB-98	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7011	52.219-4003 (TACOM)	01-JUN-97	HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS
AUTO	LS7830	52.211-4047 (TACOM)	01-AUG-94	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED	MF0051	52.247-46	01-APR-84	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
ADDED	MF0052	52.247-47	01-APR-84	EVALUATION--F.O.B. ORIGIN

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CHANGED MS6003 52.247-4001 01-FEB-94 METHOD OF EVALUATION OF TRANSPORTATION FOR F.O.B. ORIGIN OFFERS
(TACOM)

(a) For the evaluation of this offer, we will use the lowest freight rates that are:

- in effect (or the lowest rates that will become effective before the expected date of initial shipment), and
- on file or published by the date of bid opening (or by the closing date specified for requests for proposals), and
- for the selected method of shipment, and
- based upon the following freight classification:

UFC: 6000 ITEM: 75225
NMFC: 100 ITEM: 150390

(b) In addition to using the published freight rates for evaluation, we may use the rates granted specifically by the carriers to us under Section 10721 of the Interstate Commerce Act. These rates are on file at the offices of the Military Traffic Management Command (MTMC) listed below and are available for public inspection:

Commander, HQ, EAMTMC	Commander, HQ, WAMTMC
ATTN: MTE-INP	Military Ocean Terminal
Bayonne, NJ 07002	Oakland, CA 94626

AUTO MS7311 52.209-4011 01-NOV-93 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD
(TACOM)

AUTO MS7551 52.246-4039 01-FEB-98 PRICE EVALUATION FACTOR: SUBSTITUTION OR DELETION OF GOVERNMENT
(TACOM) QUALITY TESTING